

Bill To:
State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order
CHANGE ORDER - 01

Statewide Blanket Purchase Order
SBPO1250 - 01

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
elaine.ricketts@adm.idaho.gov

Date: Fri Dec 05, 2008
F.O.B: Destination
Terms:

VENDOR: QWEST COMMUNICATIONS CORPORATION
1801 California Street
Denver, CO 80202
Attn: Director-Business Development
Vendor Nbr:
Emailed To: richard.fernandez@qwest.com
Phone: 800 899-7780
Fax: 303 672-5901
Account Number: P00000067075

Start of Service Date Sun Oct 01, 2006
End of Service Date: Wed Sep 30, 2009

Solicitation#: [RFP01758](#)
DOC#: PREQ10575

File(s) Attached:
☐ 0DOPQwestContractModifications.doc

Buyer: [GREGORY LINDSTROM](#) 208-332-1609

[Assign/Manage pCard](#)

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		3600000.00
		Total:		3600000.00

Blanket Comments:

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED (725-84) (nt)	3 YR	1200000.00	3600000.00
002	This change order is to add Session Initiation Protocol (SIP)Trunking to the contract, allowing for Voice over Internet Protocol. Per Boise State University's request to Director Mike Gwartney on 10/7/08. See attached Quest amendment documentation. (725-84) (nt)	1 LOT	0.00	0.00

Item 002				
Attached Files	<input type="radio"/> Quest Amendment.pdf			

General Comments: ***SBPO1250 IS MODIFIED PER LINE ITEM #2 AND THE ATTACHED DOCUMENTATION TITLED, "QWEST AMENDMENT.pdf".***

Contract for Telecommunication Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of three (3) years commencing October 01, 2006 and ending September 30, 2009, with the option to renew for two (2) additional one (1) year periods.

Contract Title:.....Qwest Communications Corporation
Contract Usage Type:.....Mandatory Use
Public Agency Clause:Yes
Contract Administration:.... Gregory Lindstrom
---Phone Number:.....208-322-1609
---E-Mail:.....gregory.lindstrom@adm.idaho.gov

Contractor's Primary Contact
---Attn:.....Richard Fernandez
---Address:.....1801 California Street
---City, State, Zip:.....Denver, Colorado 80202

Phone Number:.....303-308-5368
Toll Free Number.....800-899-7780
Fax Number:.....303-672-5901
E-Mail:.....richard.fernandez@qwest.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Please note: CONTRACT MODIFICATIONS ARE MADE TO THIS CONTRACT PER THE ATTACHED DOCUMENT

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document. RFP01758
3. The Contractor's bid

Instructions:		
Freight / Handling Included in Price		
		By: GREGORY D. LINDSTROM

Contract Modifications

- Qwest reserves the right to increase charges as a result of: (i) expenses incurred by Qwest relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges); or (ii) in the case of local exchange Services and voice over Internet protocol applications and Services, the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Qwest or the amount Qwest is required to pay to other carriers in connection with the provision of the Services to Customer under an applicable Pricing Schedule.
- State of Idaho Special Terms and Conditions for Customized Software and Related Services are not Terms or Conditions of this contract.
- Qwest's Rates and Services Schedule (RSS) is hereby incorporated into the contract to the extent that anything contained within the RSS does not conflict with the State's Standard Contract Terms & Conditions, or any terms and conditions contained within the RFP document.
- Cost of Cover- In the event of a material breach by the Contractor with respect to a particular Product or Service under the Contract, which is not cured within the 30 day cure period (unless a longer cure period is expressly provided), Contractor shall be liable to the State for costs of cover incurred by the State in procuring a replacement product or service so long as the State: (1) procures a substantially similar product or service under the same terms and conditions as provided in this Agreement, (2) procures such product or service for the same term as the term applicable to the product or service being replaced, and (3) otherwise takes all reasonable steps to mitigate the amount of costs incurred for any costs incurred by the State in procuring products, materials or services in substitution for those due from the Contractor.
- Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

- Save Harmless, The Provider shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under this MSA of the Provider, its employees, agents, or subproviders that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. IN NO EVENT WILL PROVIDER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. The Provider shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.
- **CONFIDENTIAL INFORMATION:**
Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:
 - A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
 - B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
 - C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other secrecy to the State.
- The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section.



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Tue Jan 24, 10:38:43 A.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

RFP Date of Issue:
MON JAN 23, 2006 04:45:27 PM MST

RFP CLOSING (Due) Date:
FRI MAR 10, 2006 05:00:00 PM MST
IN: 45 Days 6 Hours 21 minutes 12 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID
83701

Contact Person: GREGORY LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

Buyer: GREGORY D. LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

RFP FILE

ATTACHMENTS

2 file(s) found.

- ☐ signaturepageITB_RFP.doc
- ☐ ODOP_ORFP0_Statewide_Switched_Telecommunications_Services.doc

SPECIAL INSTRUCTIONS

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpubs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard

- 1: Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.
-

- 2: RFP DOWNLOAD INSTRUCTIONS: Offerors must download attachments (open, save, or print document(s) on their own computer system), enter pricing where indicated, complete any other required information, sign the Request for Proposal (RFP) signature page, and return the completed solicitation response package to the Idaho Division of Purchasing on or before the proposal closing date and time.
-

- 3: NEGOTIATIONS: The State may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible bidder. Prior to authorizing negotiations the Administrator, Division of Purchasing, shall determine in writing that negotiations may be in the best interest of the State. In addition to any other negotiation criteria described in the specifications, the State may, for example, negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiation, adequate procedures will be used to ensure that disclosure of any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and the State may undertake negotiations with the next ranked submitting vendor.
-

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

- 4: Submission of an electronic response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

BEST AND FINAL OFFERS: The State may, at its sole option, either accept an offeror's initial proposal by award of a contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. Offerors should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, offeror's proposals deemed incapable of meeting the scope & needs of the RFP in a satisfactory manner may be removed from further consideration during any best & final offer phase.

During the evaluation phase & any discussions conducted, adequate procedures will be used to ensure that the contents of the offeror's proposals are kept under strict security & disclosure of any information from competing proposals is prohibited.

- 5: If discussions are deemed necessary, they may be used to determine in greater detail the offeror's qualifications, explore with the offeror the scope & nature of the project, determine that the offeror will make available the necessary personnel & facilities to perform within the required time, or discuss compensation which is fair & reasonable. The primary purpose of any such discussions will be to assure that the offeror has full understanding of the solicitation requirements.

The State will schedule a time for the discussions & provide a date & time for receipt of best & final offers. If during discussions there is a need for clarification or change of the RFP it shall be amended to incorporate such clarification or change.

Offerors will be accorded fair & equal treatment with respect to any opportunity for discussions & revisions of proposals. If the offeror does not submit a notice of withdrawal or a best & final offer, once a date & time has been established for receipt of best and final offers, the offeror's initial or immediate previous offer will be construed as its best & final offer.

-
- 6: Additional instructions/provisions are attached which apply to this Solicitation.

....DISREGARD ALL ELECTRONIC SUBMISSION INSTRUCTIONS. PROPOSALS ARE TO BE SUBMITTED PER THE INSTRUCTIONS CONTAINED WITHIN THE ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc).

....ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc) IS TO BE SIGNED AND SUBMITTED AS THE FIRST PAGE OF YOUR PROPOSAL.

- 7: ...ANY ALTERATION TO THE STATE OF IDAHO SIGNATURE PAGE SHALL RESULT IN THE PROPOSER BEING DEEMED NON-RESPONSIVE TO THE REQUEST FOR PROPOSALS.

....PROPOSALS MUST HAVE A DIVISION OF PURCHASING "RECEIVED" TIME STAMP NO LATER THAN 4:59:59 P.M. ON THE DATE PUBLISHED AS THE RFP RESPONSE DATE (CLOSING DATE), TO BE CANDIDATES FOR CONSIDERATION OF AWARD. PROPOSALS ARE TO BE SEALED AND MARKED PER THE STATE OF IDAHO SIGNATURE PAGE INSTRUCTIONS.

RFP Terms:**Discount Terms:**

.0

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid.
Changing the amount changes it for ALL items previously submitted.

RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:
3**Unit of Measure:**
YR**Commodity Code:**
725-84-**Description:**

TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED

Item 001
Response**Recycle Status:****Unit Price in US DOLLARS and CENTS: \$****Comments:****Upload / Manage already uploaded File(s):** ☐**Number of Current Attachments:** 0**Optionally, please
supply:****Retail Price:****Manufacturer Name:****For
Item 1****Manufacturer ID:****Manufacturer Part
Nbr:****Manufacturer URL:****Item Identification ID:**

**You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicomnet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net**

[Back](#)[Print](#)[Submit Response](#)

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When applicable, the Sicomnet SOA governs transaction fees. Please review on a regular basis.

STATE OF IDAHO
DIVISION OF PURCHASING
SOLICITATION FOR PURCHASE



STATEWIDE SWITCHED
TELECOMMUNICATIONS SERVICES
RFP01758

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1. SCHEDULE OF EVENTS

The following dates are tentative and subject to amendment

Deadline To Receive Written Questions on Solicitation:	February 17, 2006
Pre-proposal Meeting	February 7, 2006 at 10:00 a.m. Mountain Location: 650 W. State St (LBJ) Room 155
Anticipated Release of Amendment Answering Questions:	Week of February 27, 2006
RFP Closing Date and Time:	March 10, 2006 at 4:59:59 p.m. Mountain
RFP Opening Date and Time:	March 13, 2006 at 10:00 a.m. Mountain
Service Installation Date:	June 23, 2006

Bid proposals are to remain valid for one-hundred and twenty (120) calendar days after the scheduled closing date. Proposals submitted with a less than 120 day validity will be found non-responsive and will not be considered.

2. DEFINITIONS

24 x 7 x 52: Stands for “twenty-four hours a day, seven days a week, and fifty-two weeks per year.” This term may be used to describe access, services or support that is expected to be available at all times during a year.

Bidder: A vendor who has submitted a bid or quotation on specific property.

Contract: The agreement between the Contractor and the State. Contract shall be comprised of the Proposer’s proposal in it’s entirety, the Request for proposal document and all attachments either written or electronic, and the terms and conditions set forth for the Request for proposal within sicommnet (stated and referenced).

Contractor: The Vendor to whom the State awards a Contract for this purchase.

Customer Owned and Maintained Equipment (“COAM”): Voice private branch exchanges, voice-over-IP gateways, telephone handsets or videoconferencing equipment owned, operated and maintained by a Mandatory or Voluntary User and which connects to a Bidder’s switched voice/data network. COAM is typically located in a building occupied by Users. The User retains title to such equipment and is responsible for insuring it against damage or loss.

DITCS: The Division of Information Technology and Communication Services housed in the Department of Administration.

Evaluated: A requirement/specification that will receive evaluation points that will be used in determining the award(s).

RFP: Means all documents, whether attached or incorporated by reference, utilized for soliciting formal sealed bids.

ITRMC: Information Technology Resource Management Council. ITRMC reviews and evaluates the information technology and telecommunications systems presently in use by State agencies, recommends

and establishes statewide policies, and prepares statewide short and long-range information technology and telecommunications plans.

Mandatory: Where a specification states that compliance is mandatory, non-compliance will result in immediate disqualification and no further evaluation of the proposal will occur. The State reserves the right to determine whether the proposal meets the specification stated within this solicitation.

Mandatory User(s): Mandatory User(s) are all departments and institutions of state government referenced in Idaho Code § 67-5747(a)(i), including but not limited to departments, agencies, commissions, councils and boards, which must be provided switched telecommunications services under this RFP and any awarded contract.

Must, Shall, Will: Where the words “must”, “shall”, or “will” occurs, the words declare a mandatory requirement or specification upon the proposer. Failure to meet the mandatory requirement or specifications will deem the proposal non-responsive.

Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such property. This term also includes concession services and rights to access or use state property or facilities for business purposes.

Public Agency: Has the meaning set forth in Idaho Code §67-2327. The term generally refers to any political subdivision of the state of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.

Responsible Bidder: A bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder: A bidder that has submitted a timely bid or offer that conforms in all material respects with the submission and format requirements of the RFP, and has not qualified or conditioned their bid or offer.

Sicommnet or sicomm: State’s internet bid source provider.

State: State of Idaho government.

Switched Telecommunications Services: A term to collectively describe circuit-switched, wireline-based telecommunications services sought in this RFP. These services specifically include audio teleconferencing, calling card, direct dial calling, toll-free calling, and videoconferencing bridging services.

Users: Mandatory or Voluntary User(s), as defined herein, or both, as the case may be.

Vendor Owned and Managed Equipment (“VOME”): Telecommunications, networking or server equipment owned, operated and maintained by the Proposer, or its partners, which is integral to a Proposer’s provisioning of basic or value-added commercial Internet services. VOME may be located in a building occupied by a User, in co-location facilities operated by the Proposer, or in the Proposer’s backbone. In any case, the Proposer retains title to such equipment and is responsible for insuring it against damage or loss.

Voluntary User(s): Voluntary Users are institutions of higher education and elected officers in the executive department, as referenced in Idaho Code § 67-5747(a)(ii) and the legislative and judicial departments as referenced in Idaho Code § 67-5747(a)(iii) along with a Public Agency, as defined herein, which may be provided switched telecommunications services under this RFP and any awarded contract.

3. GENERAL INFORMATION

3.0 Scope of Purchase

The purpose of this procurement is to establish new statewide contracts so Mandatory Users and Voluntary Users can obtain reliable switched telecommunications services and aggregate buying power. Existing statewide contracts for these services will soon expire and all contractual options to renew are exhausted.

3.1 Issuing Office & Submission of Questions

This RFP is issued by the Division of Purchasing. The Division of Purchasing is the only contact for this RFP. **Written questions and request for qualifications are to be submitted via email to:**

Gregory Lindstrom, CPPB
Information Technology Purchasing Officer
State of Idaho, Division of Purchasing
E-mail: gregory.lindstrom@adm.idaho.gov

The deadline for receipt of questions is listed in 1.0 Schedule of Events. To be considered, questions must be received via email by 11:59:59 p.m. Mountain on the scheduled due date.

Verbal responses from the State are not binding upon the State. Proposer assumes full responsibility for any action taken upon a verbal response from the State.

3.2 Pre-bid Conference

A pre-proposal conference will occur on January 25, 2006 at 10:00 a.m. mountain time at 650 West State Street, Conference Room 155 (1st floor of the LBJ building) Written inquiries and challenges to specifications received prior to and questions raised during the conference will be discussed. While attendance is voluntary, all proposer's marketing and technical staffs are highly encouraged to attend in person.

3.3 Validity of Bid

Bid proposals are to remain valid for one-hundred and twenty (120) calendar days after the scheduled closing date. Proposals submitted with a less than 120 day validity will be found non-responsive and will not be considered.

3.4 Vendor Notifications

Prior to the closing and opening of the solicitation, all vendor notifications will be release in sicommnet as amendments.

3.5 Governance

The Division of Purchasing will administer any awarded contract in cooperation with DITCS. DITCS generally will place all service orders to establish, modify or disconnect any and all switched telecommunications services for Mandatory Users. DITCS will do so through the dedicated account representative assigned by the Contractor. Voluntary Users, separately, will place their own service orders to establish, modify or disconnect Internet services for themselves using their own internal approval processes and ordering procedures.

4. SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are in addition to those found in the sicomnet solicitation document, State of Idaho Standard Terms and Conditions, State of Idaho Solicitation Instructions To Vendors, and State of Idaho Special Terms and Conditions For Customized Software And Related Services (if applicable), and particular to this purchase . Where conflict occurs, these Special Terms and Conditions shall take precedence.

4.0 Term of the Contract

The initial term of any awarded contract will be three (3) years. Upon mutual agreement between the Division of Purchasing and the Contractor, the contract may be renewed for two (2) additional one (1) year terms. The total length of the contract shall not exceed five (5) years.

4.1 Eligibility to Bid (M) (Mandatory – Reference 5.1 Evaluation Codes)

The state deems that is in its best interest to work with vendors who have proven capabilities with well-established records of success in provisioning and maintaining the services they are offering. Therefore, the following special requirements, in addition to any other requirements elsewhere stated in this RFP, must be met by the bidder:

- Those bidding on inbound and outbound direct dial service must be a telecommunications common carrier registered with the Idaho Public Utilities Commission;
- Bidder has been offering inbound and outbound direct dial, toll-free and/or audio teleconferencing service for at least the past 5 years;
- Bidders for inbound and outbound direct dial service must be predominantly facilities based (i.e. owning most of the infrastructure);
- Bidders for audio teleconferencing service must demonstrate their facilities and bridging ports are adequate to meet the state's anticipated demands based upon annual estimated audio teleconference usage described later in this RFP;
- Resellers or subcontractors of services in this RFP are not acceptable;
- Bidder's telecommunications network, in its entirety, is of sufficient magnitude that a contract awarded as a result of this RFP would represent no more than 5 percent of the bidder's total business directly related to providing this kind of service (long distance).

4.2 E-rate Eligibility (M)

Qualifying schools and libraries as Voluntary Users may acquire Internet Services through any contracts arising from this RFP. The Bidder must participate in the Universal Service Administrative Company's telecommunications support programs for eligible schools and libraries, and possess a valid SPIN number. Include your SPIN number here. E-rate discounts must apply to services solicited in this bid.

4.3 Idaho State Government Standards (M)

All delivered services must comply with applicable standards and policies of the Information Technology Resource Management Council ("ITRMC"). A description of ITRMC and its standards and policies may be viewed on-line at www.idaho.gov/itrmc.

4.4 Tariffs (M)

The Federal Communications Commission ("FCC") "detariffed" long distance telephone services effective July 31, 2001. The purpose of this RFP is to award a legally binding contract for specific switched telecommunications services, and as such, the contract shall govern the rates, conditions and terms for service. Consequently, the State does not believe it should be bound by any federal tariffs filed

by the contractor with the FCC. Any contract resulting from this RFP shall be considered an “Individual Case Based Contract” (“ICB”).

Any bidder that believes a tariff does apply, and an Individual Case Base Contract does not apply, must identify the tariff by page, paragraph, line number and provide the Division of Purchasing with a copy of the tariff in its entirety electronically, on a CD ROM. A full written explanation of the pertinence of the tariff must accompany the tariff. Tariffs will only be accepted for inclusion in the Final Bid Proposal if the RFP is subsequently amended. The State will not subordinate its terms or conditions for these services.

4.5 Grade of Service (“GOS”) (M)

The bidder shall provide a P.01 GOS for switched telecommunications services in all areas regardless of the end termination GOS.

5. EVALUATION AND AWARD

5.0 The Process

Upon opening, but not limited to, the Division of Purchasing will inspect the bid for the following:

- That the bid was timely per the published closing date and time;
- That the bid includes a signed State of Idaho Signature page (attached in sicomm);
- That the bid has not been qualified by the bidder, meaning that the bidder has not conditioned their bid based upon the State accepting terms or conditions established by the bidder;
- That the cost proposal is present and sealed separately from the technical proposal;
- The bidder meets the eligibility requirements described in Section 5.1;
- That the bid contains all required information;
- Other unforeseen conditions that might deem the bid non-responsive upon opening.

Purchasing will forward all responsive technical proposals to the evaluation team for evaluation. The team will be comprised of State employees. This team will evaluate and score Section 8.0 (**SERVICE REQUIREMENTS**) and Section 9.0 (**VENDOR REQUIREMENTS**). Section 10.0 (**PRICING SCHEDULES**) will be evaluated and scored after the technical evaluation has been completed. Pricing will be evaluated by comparing the total cost of offered solutions. A solution’s total cost is the sum of the pricing shown in the pricing schedules PLUS applicable taxes, surcharges and fees PLUS any direct implementation costs incurred by the state.

5.1 Evaluation Codes

Each evaluated specification or requirement has an assigned code. The codes and their meanings are as follows:

(M) - Mandatory Requirement. The proposer shall meet this requirement. Within their proposal, proposers are to detail how they meet the specification. The determination as to if the proposer meets the specification rest solely with the State. If the State determines that a proposer does not meet a mandatory requirement as specified, the proposal shall be deemed non-responsive, and no further evaluation will occur. A letter of determination of non-responsiveness will be issued by the Division of Purchasing to the proposer, and the proposer shall be removed from further consideration. A proposer who has been deemed non-responsive does have certain appeal rights per State Statute 67-5733.

(E) - Evaluated. Proposers are expected to provide a comprehensive written response to the specification. Points will be awarded based on the degree to which the Proposer meets the requirement. A Proposer not responding to the specification will receive zero points for that specification.

5.2 Scoring

RFP sections with an assigned code of (M) will be evaluated on a PASS/FAIL basis. Any requirement or specification with the word “shall”, “must”, or “will” is a mandatory requirement or specification. Any bid that fails to meet any single mandatory requirement or specification will be deemed non-responsive. RFP sections with an assigned code of (E) will be evaluated and awarded points. Pricing will be evaluated using a cost model that offers the State the best possible value over either the initial term of the contract, or the life of the contract. The cost evaluation model may be dependent upon the bids received and the services offered to various geographic points. The cost evaluation model may also include any costs incurred by the State in conjunction with switched telecommunications services.

The following table identifies those RFP sections evaluated on a PASS/FAIL basis and those which are awarded points:

<u>Evaluated Sections</u>	<u>Maximum Possible Points or PASS/FAIL</u>
4. SPECIAL TERMS AND CONDITIONS	PASS/FAIL
8.0 SERVICE REQUIREMENTS	6,000
9.0 VENDOR REQUIREMENTS	4,000
10.0 PRICING	<u>10,000</u>
TOTAL POSSIBLE POINTS	20,000

5.3 Contract Award

The State may, at its sole option, award multiple contracts. Award will be made to the lowest responsive and responsible bidder or bidders whose proposals receive higher scores based on the criteria outlined in this section. This RFP and a Bidder's response will be incorporated into any given contract. All responsive bidders will be notified in writing of the award decisions.

6. PROPOSAL REQUIREMENTS AND FORMAT

6.0 Submission

Proposals are to be hand-delivered, US mailed, or carrier shipped. Proposals must be received at the offices of the Division of Purchasing and time stamped using the Division's time stamp, no later than the date and time set forth for the closing of the RFP in sicommnet.

6.1 Technical and Cost Proposal Form and Copies

To expedite the evaluation of proposals, it is essential that all bidders submit proposals using the format specified in this section of the solicitation. *Failure to submit a proposal in the specified format may render, at the discretion of the Division of Purchasing, the proposal to be nonresponsive and the proposal to be rejected without further consideration, or may cause the bidder to receive fewer points in the evaluated criteria categories if the proposal is difficult to evaluate.*

Instructions for the format are designed to elicit essential information for fairly evaluating the proposals. There is no intent to limit the content of the proposals. Bidders are encouraged to insert or append any additional data or information deemed pertinent. Proposals must be printed in at least 11 point font (New Times Roman recommended) and submitted on 8 ½ X 11 inch paper and bound securely. Three ring binders are preferred.

Technical Proposal

- One (1) original of the bidder's technical proposal marked "Technical Proposal - Original" on cover. Must contain a signed and completed State of Idaho Signature page. Signature page is to be the first page (page 1) of the technical proposal;
- Five (5) copies of the technical proposal

Cost Proposal

- One (1) original of the bidders cost proposal marked "Cost Proposal - Original", along with one (1) copy. The cost proposal and copy are to be sealed separate from the technical proposal and marked "Cost Proposal" on the envelop.

Electronic Copy

One (1) electronic copy of the technical and cost proposal, and project schedule (if required by the specifications) on a CD or USB device.

All proposal materials may be shipped in a single shipping container, if desired.

ALL SHIPPING CONTAINERS ARE TO CLEARLY SHOW THE BIDDER'S NAME, THE RFP NUMBER, AND THE RFP TITLE!

6.2 Technical Proposal Format

The following format is to be followed.

6.2.1 STATE OF IDAHO SIGNATURE PAGE

If the specifications request that bids be submitted manually (not electronically), a completed State of Idaho Signature Page is to be submitted. The signature page should be attached as a file in sicomm (BASEC). The page is to appear as **the first page** in the original of the technical proposal. It is not necessary that a copy of the signature page appear in the copies of the technical proposal.

Should the bidder have a web site address, please write it on the signature.

6.2.2 Executive Summary

Proposals must contain an executive summary that provides an overview of the proposal, highlighting the deliverables and benefits. If partnerships are being utilized, the Executive Summary is to include executive summaries of all partners.

6.2.3 Technical Responses

Technical responses to the following sections within this RFP:

- 8.0 Service Requirements
- 9.0 Vendor Requirements

Bidders must restate each RFP Section, listing the mandatory or evaluated specification number, and providing a detail response of how the proposer meets the specification. Responses **are not** to direct evaluators to a brochure or data sheet in substitution to providing a detailed response. To do so on a **(M) Mandatory Requirement** will deem the proposal non-responsive. To do so on a **(E) Evaluated Requirement** will result in fewer or zero points being awarded. Brochures and data sheets shall be used in support of a detailed response **only**.

6.3 Price Proposal

The bidder shall submit its pricing in a separate sealed envelope. Pricing schedules are located in RFP Section 10. Pricing shall be opened only after the technical evaluation has been completed for the bidders Technical Proposal. Pricing will be evaluated by comparing the total cost of a representative basket of switch telecommunications services. A basket's total cost is the sum of the pricing shown in the pricing

schedules PLUS applicable taxes, surcharges and fees PLUS any direct implementation costs incurred by the state. Applicable taxes, surcharges and fees include, but are not limited to, the federal or state Universal Service Fund (“USF”), federal or state subscriber line charges (“SLC”), local number portability (“LNP”), presubscribed interexchange carrier charge (“PICC”), federal excise taxes, per call surcharges or call set-up fees.

7. CURRENT ENVIRONMENT FOR SELECT USERS

This RFP section describes approximate historical data for select Users. This is provided to bidders as a matter of information only and as an aid to their preparing bid responses. **The state does not warrant this data. Future traffic volumes or dedicated access lines may be more or less. Further, this data is not meant to be used as a basis for the bidder proposing nor will the state entertain minimum usage commitments of any kind.**

For *audio teleconferencing* for the period August 2004 through July 2005 documented usage amounted to approximately 29,650 calls annually for duration of almost 1,350,000 million minutes.

For 12,000 *calling cards* used by the state for the period December 2004, through November 2005, documented usage amounted to approximately 54,000 connections for duration of about 345,180 minutes. The *Calling Card* table on the next page summarizes calling card usage by the type of call placed. International traffic comprises less than 2 ½-percent of the total estimated annual calling card usage. The international traffic summarized is primarily (90-percent) to Mexico and Canada. The remaining international traffic is to a wide variety of European, Middle Eastern, and Asian countries.

<i>Calling Cards</i>	Calls (approximate, annually)	Duration (approximate annual minutes)
Intrastate Toll	39,095	212,640
Interstate Toll	14,292	128,100
Intl Off-Net Toll	612	4,440
TOTALS:	54,000	345,180

The State currently has an estimated 320 *Toll-free numbers and terminations*. For the period of December 2004, through November 2005, documented usage amounted to approximately 1,380,200 calls for duration of about 5,044,975 minutes. The *Toll-free* table on the next page summarizes Toll-free usage by the type of calls placed.

<i>Toll-Free</i>	Calls (approximate, annually)	Duration (approximate annual minutes)
Intrastate/Interlata	841,620	3,022,440
Interstate	212,700	736,100
Intralata	326,160	1,286,075
International	84	360
TOTALS:	1,380,204	5,044,975

For *direct dial* service for the period December 2004, through November 2005, documented usage amounted to approximately 5.725 million calls for duration of about 16.3 million minutes. The *Direct Dial* table below summarizes usage by type of call placed. The State’s direct dialed usage also can be broken down by access method as follows: switched-to-switched, 27.75-percent; switched-to-

dedicated/dedicated-to-switched, 56.50-percent; and dedicated-to-dedicated, 8-percent. International traffic comprises less than 1-percent of the total annual direct dialed usage. The international traffic summarized by the state is primarily (90-percent) to Mexico and Canada. The remaining international traffic is to a wide variety of European, Middle Eastern and Asian countries.

<i>Direct Dial</i>	Calls (approximate, annually)	Duration (approximate annual minutes)
IntraLATA Toll	2,289,820	6,336,686
Intrastate InterLATA Toll	1,500,975	4,343,525
Interstate IntraLATA Toll	63,540	161,475
Interstate Toll	1,789,495	5,266,708
International Toll	25,070	89,708
Dir Assist	5,150	4,893
Other Toll	50,950	107,650
TOTALS:	5,725,000	16,310,645

For ***videoconferencing*** for the period December 2004, through November 2005, documented usage amounted to almost 17,760 calls and almost 1,186,008 minutes. The ***Video Usage*** table on the next page summarizes usage by type of call placed.

<i>Video Usage</i>	Connections (approximate, annually)	Duration (approximate annual minutes)
Intrastate (dedicated-to-dedicated) 56/64 kbps	15,360	1,048,300
Interstate (dedicated-to-switched) 56/64 kbps	600	62,280
Intrastate (dedicated-to-switched) 56/64 kbps	1,585	64,680
Intrastate (dedicated-to-dedicated) 384 kbps	240	10,440
International (dedicated-to-switched) 56/64 kbps	70	300
TOTALS:	17,855	1,186,000

The State currently has a number of dedicated access lines supporting a variety of switched telecommunication services including ***direct dial calling, toll-free calling and videoconferencing***. The ***Dedicated Access Lines*** table below lists known, existing dedicated access lines by User. The state currently has 19 voice circuits, 26 video circuits, 11 toll-free circuits and one circuit being used in combination for voice and video. Circuits are terminated to a variety of User video codec's and telecommunications KEY and PBX switches. In the case of the Department of Administration circuits the long distance circuits are cross-connected directly into the Local Exchange Carrier's (LEC's) central office switching equipment.

<i>Dedicated Access Lines</i>				
Agency/Entity	Qty	PRI	Location	Purpose
Dept of Commerce and Labor	1	Yes	317 E Main St, Boise ID 83702	Toll-free
Department of Fish and Game	1	No	1 Stationery Pl, Rexburg ID 83441	Toll-free
Department of Transportation	3	No	3311 W State St, Boise ID 83720	Toll-free
Tax Commission	1	No	800 Park Blvd, Boise ID 83722	Toll-free

Tax Commission	1	Yes	570 Lake Cook Rd, Deerfield IL 60015	Toll-free
State Insurance Fund	1	No	1215 W State St, Boise ID 83720	Toll-free
Lottery Commission	1	No	1199 Shoreline Ln, Boise ID 83702	Toll-free
Liquor Dispensary	1	Yes	1349 E Beechcraft Ct, Boise ID 83716	Toll-free
Dept of Commerce and Labor	1	Yes	4977 W Fairview Ave, Boise ID 83706	Toll-free
North Idaho College	4	Yes	1000 W Garden Ave, CDA ID 83	Video
Kootenai Medical Center	1	Yes	2003 N Lincoln Wy, CDA ID 83814	Video
Benewah Community Hospital	1	Yes	229 S 7th St, St Maries ID 83861	Video
Bannock County	1	No	624 E Center, Pocatello ID 83201	Voice
<i>Dedicated Access Lines (continued)</i>				
Agency/Entity	Qty	PRI	Location	Purpose
Idaho Tax Commission	1	No	800 Park Blvd, Boise ID 83722	Voice
Eastern Idaho Tech College	1	Yes	1600 South 2500 East, Idaho Falls ID 83404	Video
Idaho Dept of Commerce and Labor	1	Yes	317 E Main St, Boise ID 83702	Voice
Boundary County School District #101	1	Yes	Hwy 95, Bonners Ferry ID 83805	Video
Coeur D'Alene School District #271	1	Yes	5530 N 4th St., Coeur D'Alene ID 83814	Video
Kellogg School District #391	1	Yes	2 Jacobs Gulch Rd., Kellogg ID 83837	Video
Lakeland School District #272	1	Yes	684 Hwy 53, Rathdrum ID 83858	Video
Saint Maries School District #041	1	Yes	Rt. 3, St Maries ID 83861	Video
Wallace School District #393	1	Yes	1 Miners Alley, Wallace ID 83873	Video
Lakeland School District #272	1	Yes	5303 W Hwy 53, Rathdrum ID 83858	Video
University of Idaho	4	Yes	UI Campus, Moscow ID 83844	Video & Voice
University of Idaho Agricultural Extension	1	Yes	29603 U of I Ln., Parma ID 83660	Video
University of Idaho Agricultural Extension	1	Yes	1693 S 2700 W, Aberdeen ID 83210	Video
University of Idaho Agricultural Extension	1	Yes	4205 N Boyer Ave., Sandpoint ID 83864	Video
University of Idaho Agricultural Extension	2	Yes	UI Campus, Moscow ID 83844	Video

Lewis Clark State College	1	No	500 8th Ave., Lewiston Idaho 83501	Voice
Lewis Clark State College	2	Yes	500 8th Ave., Lewiston Idaho 83501	Video
Boise State University	1	Yes	1910 University Ave., Boise ID 83725	Voice
Boise State University	1	Yes	1910 University Ave., Boise ID 83725	Video
College of Southern Idaho	1	No	315 Falls Ave., Twin Falls ID 83303	Voice
College of Southern Idaho	1	Yes	315 Falls Ave., Twin Falls ID 83303	Video
Idaho State University	1	Yes	850 9th Ave South Pocatello ID 83209	Voice
Idaho State University	2	Yes	850 9th Ave South Pocatello ID 83209	Video
Idaho State University	1	Yes	1000 W Hubbard Ave., Coeur D'Alene ID 83814	Video
Dedicated Access Lines (continued)				
Agency/Entity	Qty	PRI	Location	Purpose
North Idaho College	1	No	1000 W Garden Ave, CDA ID 83	Voice
Department of Administration	1	Yes	1630 N Maple Grove Rd., Boise ID 83706	Voice
Department of Administration	3	Yes	619 W Bannock Boise ID 83702	Voice
Department of Administration	1	Yes	121 3rd Ave East, Twin Falls ID 83303	Voice
Department of Administration	1	Yes	111 11th Ave S., Nampa ID 83651	Voice
Department of Administration	1	Yes	701 Cleveland Blvd., Caldwell ID 83605	Voice
Department of Administration	1	Yes	299 Constitution Wy., Idaho Falls ID 83402	Voice
Department of Administration	1	Yes	455 W Lewis St., Pocatello ID 83201	Voice
Department of Administration	1	Yes	528 6th Ave., Lewiston ID 83501	Voice
Department of Administration	1	No	2115 Government Way, Coeur D'Alene ID 83814	Voice

8. SERVICE REQUIREMENTS

8.1 Audio Teleconferencing

8.1.1 Specifications

Audio teleconferencing service offered by the Bidder must have, to the greatest possible degree, the following capabilities and features:

- 7 x 24 x 52 availability.
- Operator dialed/assisted.
- 800 toll-free dial-in.
- Caller paid dial-in.
- Combination of all above options.
- Taping.
- Transcription.
- Reservation security.
- Foreign Language translation.
- Operator assistance during teleconference.
- Standing reservations.
- International access.
- Add-on participation during a teleconference.

8.1.2 Solicited Response (E)

Describe in detail how the Bidder's service will meet each of the capabilities and features listed in Section 8.1.1.

Elaborate on teleconference call set-up procedures and options as well as the locations, port capacity and trunking capacity of your teleconference bridging equipment.

Elaborate on a marketing plan to encourage Users to use teleconferencing service. Include in your response a copy of instructional materials and educational pamphlets that could be distributed to User's.

Pricing must be entered into *Schedule 'A', Section 10.0*.

8.2 Calling Cards

8.2.1 Specifications

Domestic and international calling card service offered by the Bidder must have, to the greatest possible degree possible, the following capabilities and features:

- 7 x 24 x 52 availability.
- Each calling card must include a State of Idaho logo, approved by DITCS, and the name of the issuing User on the face of each card.
- Calling cards for all Users must have unique card numbers (that are not telephone numbers) of no more than 10 characters, plus a 4-digit personal identification number ("PIN"). The PIN may or may not appear on each calling card at each User's discretion.
- Calling cards for Mandatory Users must be received by DITCS no later than 10 working days after receiving DITCS' request. Requests for cards will be made either in writing via-e-mail or electronically from a WEB access interface provided by the bidder.

- Cancellation of calling cards must be immediate upon receiving notification of lost or stolen cards. Bidders must provide lost or stolen card reporting instructions including a toll-free telephone number with each card as well as on monthly billings. The state is not responsible for calls made with a stolen or lost card that has been reported as such.
- Deployment of calling card fraud handling process and procedures in place at the time of the bid due date. Charges as a result of fraud will be the sole responsibility of the Contractor; the state will bear no liability for fraudulent charges.
- Toll-free customer service lines and usage instructions printed on every card issued. Toll-free access to customer or operator assistance and lost or stolen card reporting should be included with these instructions.
- Ability to allow or disallow NPA, NXX or international country codes by individual card.
- Ability to set daily or monthly spending limits including the ability to change pre-set limits.
- Automated or live operator services to process station-to-station, person-to-person, local, and local and long distance directory assistance, and international calls.
- Transparent alternate routing in the event of network interruption or overflow.
- Answer supervision and disconnect supervision must be supported for calling card calls. The Contractor shall not charge for incomplete calls or for calls “hung-up” in the network.

8.2.2 Solicited Response (E) (Evaluated)

Describe in detail how the Bidder’s service will meet each of the capabilities and features listed in Section 8.2.1.

Elaborate on any available on-line electronic access to inventory information that identifies newly ordered, idle, active or lost or stolen calling cards.

Elaborate on a comprehensive implementation plan to order, issue and activate approximately 10,000 calling cards to Users after contract award. Include responsibilities of the Contractor and the state, milestones and timelines.

Pricing must be entered into *Schedule ‘B’, Section 10.0*.

8.3 Direct-Dial

8.3.1 Specifications

Direct-dial service offered by the Bidder must have, to the greatest possible degree possible, the following capabilities and features:

- 7 x 24 x 52 availability.
- Direct and operator-assisted international, interstate, intrastate, and interLATA (including local, national and international directory assistance) calling. Operator assisted calling includes person to person and third number billing.
- Changes or additions to NPAs and NXXs must be added to the Contractor’s routing database at least 30 calendar days prior to activating the change in the network.
- Capability of blocking calls by NPA, NXX, or country codes.
- Authorization Code prompting for both dedicated and non-dedicated access services if a User so desires the feature. The Bidder’s network must be capable of prompting for an authorization code for locations where automatic number identification (“ANI”) is NOT available from the local exchange carriers (“LEC”). Authorization codes must be passed through the Bidder’ network and delivered to the Bidder’s billing system for processing. Any Users needing authorization codes for direct dial services must have the option to do so under

any contract awarded as a result of this RFP. **If the Bidder cannot provide call detail in its billings, which includes the extension originating the call, the State of Idaho shall not be responsible for payment for the call.**

- Dedicated access to the Contractor's network from Centron/Centrex service provided by the LECs or from COAM where, in the User's sole judgment, it is deemed to be cost effective. Dedicated access circuits must be capable of processing both inbound and outbound traffic.
- Acceptance of the originating ANI regardless of the facility type (i.e. PRI or non-PRI) when this identification is provided by the LEC's from Centron/Centrex, trunked and other LEC service with or without dedicated access. ANI must be passed through the Bidder's network and delivered to the Bidder's billing system for processing.

8.3.2 Solicited Response (E)

Describe in detail how the Bidder's service will meet each of the listed capabilities and features listed in Section 8.3.1.

Elaborate in detail about the design and operation of the Bidder's network; the means of capacity planning in order to minimize "all circuits busy" conditions; the locations of points of presence ("POPs") from which Users in Idaho may establish dedicated or switched access; the processes, practices and methods of monitoring, detecting and reporting fraudulent activity; the procedures to add or change NPAs and NXXs to the Bidder's databases; instructions and availability for using directory information and operator assistance for all types of calls; and the management of PINs for Users.

Elaborate on a comprehensive implementation plan to implement direct dial service, including PINs, to Users after contract award. Include responsibilities of the Contractor and the state, milestones and timelines.

Pricing must be entered into *Schedule 'C', Section 10.0*.

8.4 Toll-free Calling

8.4.1 Specifications

Toll-free calling service offered by the Bidder must have, to the greatest possible degree possible, the following capabilities and features:

- Dedicated T-1's, both ISDN PRI and non-PRI 800 telephone service line access: 800 access trunks provided by the bidder giving individual State agencies dedicated inbound toll-free capabilities terminating into agency owned PBX switching equipment. This service must allow multiple individual 800 numbers to terminate on a single dedicated access trunk.
- Business line 800-telephone service line access: Inbound 800 toll-free services terminating on a LEC (Local Exchange Carrier) POTS (plain old telephone) lines. The lines can be Centrex, FB (Flat-Business), DID or (Direct-Inward-Dialed) provided by LECs throughout the State.
- Routing- 800 calls must be capable of being routed to multiple POT's by area code, exchange or NXX, time of day or day of week.
- Network announcement- There must be the ability to answer 800 calls with a custom-recorded announcement in the network.
- In Progress Network announcement- The 800 service must allow for an announcement to be played before sending to the terminating location or to another routing feature.
- Prompting for Network Calls- the 800 service must have the ability to prompt callers for information using touch-tone or voice input and use that input to route calls.
- Transfer to Another 800 Number- the 800 service must have the ability to make a network transfer of 800 calls to a different 800 number. Upon completion of transfer, the billing charge to the original 800 number shall cease.

- The 800 service delivered over T1 facilities must have optional enhanced maintenance capability which monitors each T1 channel at least every 15 minutes to ensure each is in service. This 800 service must provide enhanced monitoring of these channels for fraudulent activity.
- Directory assistance shall be made available (when requested by the State) by listing the 800# in the national 800 directory and made available to the general public upon request via directory assistance inquiry.
- Call announcement service for terminated 800 numbers to provide callers with an intercept message re-directing them to a new number.
- Answer supervision and disconnect supervision are a requirement of the RFP; bidders shall not charge for incomplete calls or for calls “hung-up” in the network.

8.4.2 Solicited Response (E)

Describe in detail how the Bidder’s service will meet each of the listed capabilities and features listed in Section 8.4.1.

Elaborate in detail about the design and operation of the proposer’s network, the locations of points of presence (“POPs”) from which Users in Idaho may establish dedicated toll-free access; the processes, practices and methods of monitoring, detecting and reporting fraudulent or “nuisance” activity.

Elaborate on a comprehensive implementation plan to implement toll-free services, coordinate dedicated access line installation to Users after contract award. Include responsibilities of the Contractor and the state, milestones and timelines.

Pricing must be entered into *Schedule ‘D’, Section 10.0*.

8.5 Videoconferencing Bridging

8.5.1 Specifications

Videoconferencing bridging service offered by the Bidder must have, to the greatest possible degree possible, the following capabilities and features:

- 7 x 24 x 52 availability.
- Broadcast, point-to-point, and/or multi-point video conference capability with both domestic and international network interconnections.
- Bidder must coordinate set-up, monitoring and tearing down of broadcast and multi-point videoconferences at state facilities or public and/or private rooms rented to the public.
- Cross-service connectivity, including point-to-point and switched services.
- Ability to connect public switched digital networks with digital satellite and microwave networks.
- Ability to support multiple equipment protocols including but not limited to PictureTel, Tandberg, Polycom, Compression Labs, and VideoTelecom.
- Ability to support multi-point or point-to-point videoconferencing locations transmitting at different speeds and to accommodate different network or switching protocols such as H.320/H.323 conversions. Bidder shall assume responsibility of all billing and collection for videoconference bridging and dedicated services.
- Ability to install T1 and ISDN dedicated access lines connecting proposer’s network to User-owned video conferencing equipment.

8.5.2 Solicited Response (E)

Describe in detail how the Bidder's service will meet each of the listed capabilities and features listed in Section 8.5.1.

Elaborate on your videoconference bridging and dedicated offerings for broadcast, point-to-point, and multi-point. Include policies and procedures for using your service.

Describe the types of videoconference equipment you can support. Be specific regarding any special conditions you require of the customer.

Indicate supported dedicated access bandwidths in the increments you support for videoconference. Indicate all speed conversions you are capable of providing.

Elaborate on a comprehensive implementation plan to implement videoconferencing bridging and dedicated access lines Users after contract award. Include responsibilities of the Contractor and the state, milestones and timelines.

Pricing must be entered into *Schedule 'E', Section 10.0*.

8.6 Billing, Support and Maintenance

8.6.1 Dedicated Account Representative ("Representative") (E)

Each Bidder receiving a contract as a result of this RFP must assign to Users a single Representative through whom all ongoing billing, support and maintenance will be coordinated. Submit dedicated account manager's names and resumes include their telephone numbers, fax numbers, and e-mail addresses. Account managers will be completely responsible for all billing, support and maintenance for services awarded. Each Contractor must also provide an escalation chart in the event the Representative is unavailable or is unable to address issues. The escalation chart must include the names, titles, telephone numbers, facsimile numbers, e-mail addresses and mailing addresses for each escalation contact. The Contractor is responsible to ensure this information is kept current throughout the contract term.

Further, the Representative must meet with DITCS, the Division of Purchasing or both at least once quarterly throughout the contract term. DITCS will coordinate specific dates, times and locations. Each quarterly meeting will be scheduled at least two weeks in advance, and each meeting will last at least two hours. When deemed necessary by the state, the Contractor will be required to have their Representative's supervisor, or higher authority, to attend as well.

In the event the Bidder's Representative is not responsible for contract implementation, the Bidder will supply a dedicated project manager for each of the five services outlined in the RFP. For vendors bidding on multiple services one project manager for the all services bid is acceptable, even preferable. Submit dedicated project manager's names and resumes include their telephone numbers, fax numbers, and e-mail addresses. Project managers will be completely responsible for all scheduling, delivery of all services, coordination of cutover and complete supervision for the services awarded. Project managers shall also be available and responsible for the system at all times during the cutover and during the acceptance period. The State shall not accept multiple managers or multiple positions of responsibility for a single service during the implementation, completion and testing of the system. A complete plan for conversion or implementation of services under the RFP will be required within 15-workings days of contract award.

8.6.2 Billing for Usage (E)

During the course of any awarded contract(s) DITCS generally will provide instructions on how and where to bill for services rendered to Users. In some cases, DITCS will ask the Contractor to directly bill a User for services. Voluntary Users may directly place service orders and provide billing instructions for services rendered to them **OR** they may ask DITCS to coordinate on their behalf.

For all Users, the Contractor(s) at a minimum must provide each month a single printed summary and detail billing to each billed User. For **direct dial** calling, billings shall include the following types of calls: international; interstate; interLATA; intraLATA; all operator assisted; collect; directory assistance; third-party; 900/700 pay per call and toll. Billing cycles must be for a maximum of 31-days.

For those Users requesting billing in electronic form (e.g., floppy diskette, CD or web access), billing information must include the same level of detail as provided in printed billings. The informational elements that shall be included in billings is listed in the following table. An 'X' indicates that an informational element is required for the service described in the column heading.

	Audio Tele-conferencing	Calling Cards	Direct Dial Calling	Toll-Free Calling	Video-conferencing
1. Date and time of each teleconference (start and end)	X				
2. Conference Type for each conference call	X				
3. Name of host or host agency for each conference call	X				
4. Telephone number of teleconference host for each conference call	X				
5. Names and/or telephone numbers of participants (except for dial-in)	X				
6. Subtotals for each conference call	X				
7. Originating number (from number)		X	X	X	X
8. Originating location		X	X	X	X
9. Recipient number (dialed number)		X	X		X
10. Terminating number		X	X		
11. Terminating location		X	X		
12. Billing Date			X		
13. Date of call		X	X		
14. Calling card number		X			
15. Time of call connection		X	X	X	X
16. Duration of call		X	X	X	X
17. Amount of toll for call		X	X	X	X
18. Rate period and rate schedule		X	X		
19. Recurring and nonrecurring charges and credits that are NOT call					

related	X	X	X	X	X
20. Bill to number		X	X	X	X
21. Other Charges and Credits ("OCC")	X	X	X	X	X
	Audio Tele-conferencing	Calling Cards	Direct Dial Calling	Toll-Free Calling	Video-conferencing
22. Vendor name and remittance address	X	X	X	X	X
23. Bill date	X	X	X	X	X
24. Service dates for period covered by invoice	X	X	X	X	X

If the Bidder cannot provide call detail in its billings, which includes the extension originating the call, the State of Idaho shall not be responsible for payment for the call. The Contractor(s) shall also provide each month to DITCS an aggregated report for each billed User. This report shall be provided in the form of a CD or web access, and the report must include all the informational elements enumerated in the above table.

Elaborate in detail about the flexibility and granularity of your billing system and your billing information archival procedures and retention policies. Include in your response samples of printed billing formats and of electronic billing formats.

Describe in detail how you will meet the state's specific expectations and comply with the requirements in this RFP section.

If the Bidder charges for providing billings in electronic format, pricing must be entered into *Schedule 'F', Section 10.0*.

8.6.3 Billing Disputes and Credits (E)

Users may withhold payment of billed charges that are in dispute and will immediately notify Contractor(s) of such an event. Within 30-calendar days of notification, Contractor(s) must either provide written confirmation that a User's claim is valid or provide a written explanation describing why the Contractor believes the disputed charges are legitimate. Where the Contractor(s) agrees to the legitimacy of a User's claim, the Contractor must credit and, if necessary, re-bill the appropriate User accounts within two billing cycles. Any re-billed calls or other charges must include the original call detail or charge description as appropriate.

Describe in detail how you will comply with the expectations in this RFP section. Also describe your credit policy for network-based service impairments and outages.

8.6.4 Change Management (E)

Each bidder must include in their Final Bid Proposal to the State a comprehensive service order installation schedule. The schedule must include but is not necessarily limited to the provisioning or removal of telephone numbers from the contract, installation or removal of T-1 or ISDN T-1 facilities, ordering or canceling calling cards, or set-up for teleconference reservations. The State will require a Service Order Installation Schedule that should list the number of days (calendar or working) required to install or provision each service contracted. Service orders must be acknowledged by the contractor, within 24-hours. The order acknowledgement must include the order number and a completion due date. The due date for acknowledged orders MUST meet the Service Order Installation Schedule provided by bidders in their Final Bid Proposal.

All service orders will be placed by DITCS or their designee through the dedicated contract representative or when possible, through an on-line electronic ordering software provided by successful bidders. If the contractor chooses to use electronic order processing, they will be solely responsible for providing the necessary software to the Department of Administration. The contractor will also be required to provide thorough training for electronic order processing to designated Department or other User staff.

Provide the State with complete ordering and provisioning procedures for offered services. Include a detailed service order installation schedule for each service submitted with proposal. The Schedule must include, but is not limited to; ordering or disconnected calling cards, installing or disconnecting T-1's (PRI and Non-PRI), adding or remove a telephone line, adding or removing toll-free numbers,, making a teleconference reservation, adding a new billing account and, as is appropriate for the service(s) a bidder is submitting a proposal for.

Supply the State with detailed information for any on-line electronic, WEB access products, or software your company can offer for: ordering and tracking orders for new service or facilities, disconnecting and removing services or facilities, running utilization/traffic and inventory reports.

Supply a sample of any inventory lists that would be available to the State for managing the services provisioned under this RFP.

Damages for failure to meet the established Service Order Installation Schedule will be difficult or impossible to determine. If the contractor is unable to complete an installation within 30-calendar days from the original due date the State may acquire alternate services, elsewhere. This remedy will not be applied when delay is the fault or negligence of the Department or other User.

Describe in detail how you will meet the state's specific expectations and comply with the requirements in this RFP section.

Describe in detail how you will meet the state's specific expectations and comply with the requirements in this RFP section.

8.6.5 Problem Resolution (E)

The Bidder shall provide monitoring and management of ALL State long distance services under this RFP on a 7 x 24 x 52 basis. To assure the State the maximum availability of this resource the bidder shall:

- Guarantee that any or all items provided to the State for the purpose of long distance service access by bidder, particularly the equipment, software, and other items provided, shall be out of service for no longer than a period of four (4) working hours before it shall be remedied. The bidder shall provide an alternative access method within 1 hour of service stoppage or impediment.
- Guarantee a maximum of one (1) hour repair time for any problem causing significant delay or impediment of State long distance service for any reason. This shall not be construed to mean one (1) hour from the time State personnel detect the problem, but instead, to mean one (1) hour from the time the bidder's monitoring and management facility detect the problem. The bidder shall have primary responsibility for proactive management and immediate remedial action, including, but not limited to, advising State personnel in the event of any system failure, re-routing of state traffic, utilization of redundant facilities, and all other steps required for the immediate re-instituting of services to the State. The bidder shall ensure the reliability of State long distance services by guaranteeing operational up time of no less than 99.96% or 8,756 hours per year for any 365-day period.

- **Troubleshooting:** For each service under this RFP, bidders must have a centralized troubleshooting and maintenance center/s for reporting network or service trouble, or outages. Troubleshooting centers must be staffed 24 hours a day, seven days a week (7 x 24.) The bidder must respond to trouble reported by State personnel within one (1) hour of notification by the State and hourly thereafter with updates until the trouble is cleared. Network outages exceeding four (4) consecutive hours are unacceptable. Persistent network failures forcing the State to use alternate call routing are NOT acceptable. On-line electronic trouble reporting using software provided by the contractor is preferable. Response and escalation requirements remain the same regardless of the media used to report trouble.

Provide in your response your company's complete network or service monitoring and management procedures and resources. Provide the State with the names and telephone numbers where network management personnel can be reached, and escalation procedures in the event of network trouble or outage. Information provided must show that the bidder meet all the minimum general and technical requirements described in the RFP.

Provide in your response detailed information for any electronic, software or on-line WEB access tools your company may have for reporting and escalating network and service trouble or outages or for monitoring the State dedicated access circuits.

Provide in your response a complete Disaster Recovery Plan that includes: secondary or redundant paths, continued alternate service in the event of a network outage or overload.

Describe in detail how you will meet the state's specific expectations and comply with the requirements in this RFP section.

9. VENDOR REQUIREMENTS

9.0 Professional Affiliations (E)

Describe professional associations related to switched telecommunications services (e.g., United States Telecom Association) in which the Bidder actively contributes and participates.

9.1 Organization (E)

Describe your organizational structure and explain how your organization qualifies to be responsive to the management, administrative, engineering and technical requirements of this RFP. Elaborate in detail on your technical staff's training and familiarity with the design, administration and repair of circuit-switched and packet-switched networks.

9.2 Qualifications and Experience (E)

Describe the Proposer's experience in managing, engineering, staffing and providing switched telecommunications services to others of similar size and scope. Describe your qualifications and experience providing similar services, as required in this RFP, to other customers. Include a list of all customers.

9.3 References (E)

Include in your proposal a minimum of three (3) trade references including names of persons who may be contacted, their positions, addresses, and phone numbers where services similar in scope to the requirements of this RFP have been provided. The Proposer is responsible to ensure the accuracy and relevancy of provided references.

9.4 Financials (E)

Include in your proposal copies of the latest two year's audited annual financial statements, and all partners proposed for the supply of this service. This information is for evaluation purposes only, should demonstrate the Bidder's financial stability and must include balance sheets, income statements, credit ratings, lines of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this RFP. This information will be held in confidence to the extent that law allows.

If audited financial data are unavailable, fully explain the reason and provide the latest non-audited financial information including balance sheets, income statements, lines of credit, statements of cash flow, and changes in financial position. Include information to attest to the accuracy of the information provided.

9.5 Biographical Information (E)

Provide biographical information for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of the RFP or in the Bidder's response. Include relevant education, experience and licensing or certification.

10. PRICING SCHEDULES

All pricing schedules must be complete and accurate, containing all costs related to provisioning switched telecommunications services. Proposer's should insert rows or columns as necessary to accurately portray all cost associated with their proposal. If any pricing, such as international calling rates, are dependant upon a peak or off-peak schedule the schedule should be included in the proposal. Pricing in these schedules must reflect the Bidder's pricing before the application of any taxes, fees, surcharges or volume discounts.

All schedules contained in the electronic version of this RFP are embedded Excel worksheets. Please contact the Division of Purchasing if you desire to use or require assistance in using these worksheets.

(Pricing sheets begin on next page)

Taxes, Fees, and Surcharges

Identify and explain the various existing taxes, fees and surcharges that apply to switched telecommunications services. These may include, but are not limited to, the federal or state Universal Service Fund (“USF”), federal or state subscriber line charges (“SLC”), local number portability (“LNP”), presubscribed interexchange carrier charge (“PICC”), federal excise taxes, per call surcharges or call set-up fees. Also, provide an average overall percentage markup that may be applied to the Bidder’s pricing in the preceding schedules that reflects the taxes, fees and surcharges that Users will pay.

Volume Discounts

Identify and explain any volume discounts the Bidder is willing to offer and the basis for qualifying for them (e.g., revenue, usage).

CHARGES FOR BILLING SUPPORT AND MAINTENANCE

<u>Support And Maintenance</u>	<u>Monthly Recurring Cost</u>	<u>Non-Recurring Cost</u>	<u>Other</u>
Contract Support	\$	\$	\$
Contract Maintenance	\$	\$	\$
Electronic Billing Access	\$	\$	\$
Electronic Facility Access	\$	\$	\$
Change orders	\$	\$	\$
Other (insert additional lines if necessary)	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Amendment 01

Thu Feb 2, 2:27:16 P.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

Download attached file. If you experience difficulties, call the
sicom help desk at 619-858-0185.

The excel file referenced on page 23 of the RFP, "10. Pricing
RFP Amendment Schedules", was not attached to the original release.

Reason:

Page 25 of the RFP "Charges for Billing Support and
Maintenance" is hereby deleted from the RFP. It is contained
within the attached excel file.

RFP Date of Issue:
THU FEB 02, 2006 02:26:03 PM
MST

RFP CLOSING (Due) Date:
FRI MAR 10, 2006 05:00:00 PM MST

IN:

36 Days 2 Hours 32 minutes 45 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID

83701

Contact Person: GREGORY LINDSTROM**Phone Nbr: 208-332-1609****Fax Nbr: 208-327-7320****Email: gregory.lindstrom@adm.idaho.gov**

Buyer: GREGORY D. LINDSTROM**Phone Nbr: 208-332-1609****Fax Nbr: 208-327-7320****Email: gregory.lindstrom@adm.idaho.gov**

RFP FILE ☐ signaturepageITB_RFP.doc
ATTACHMENTS ☐ 0DOP_0RFP0_Statewide_Switched_Telecommunications_Services.
3 file(s) found. ☐ 1DOP_RFP01758_Pricing_Schedules.xls

SPECIAL INSTRUCTIONS

- STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpubs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.
- 1:

- RFP DOWNLOAD INSTRUCTIONS: Offerors must download attachments (open, save, or print document(s) on their own computer system), enter pricing where indicated, complete any other required information, sign the Request for Proposal (RFP) signature page, and return the completed solicitation response package to the Idaho Division of Purchasing on or before the proposal closing date and time.
- 2:

NEGOTIATIONS: The State may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible bidder. Prior to authorizing negotiations the Administrator, Division of Purchasing, shall determine in writing that negotiations may be in the best interest of the State. In addition to any other negotiation criteria described in the specifications, the State may, for example, negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and

- requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiation, adequate procedures will be used to ensure that disclosure of any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and the State may undertake negotiations with the next ranked submitting vendor.
-

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

- Submission of an electronic response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

BEST AND FINAL OFFERS: The State may, at its sole option, either accept an offerors initial proposal by award of a contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. Offerors should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, offerors proposals deemed incapable of meeting the scope & needs of the RFP in a satisfactory manner may be removed from further consideration during any best & final offer phase.

- During the evaluation phase & any discussions conducted, adequate procedures will be used to ensure that the contents of the offerors proposals are kept under strict security & disclosure of any information from competing proposals is prohibited.
- 5: If discussions are deemed necessary, they may be used to determine in greater detail the offerors qualifications, explore with the offeror the scope & nature of the project, determine that the offeror will make available the necessary personnel & facilities to perform within the required time, or discuss compensation which is fair & reasonable. The primary purpose of any such discussions will be to assure that the offeror has full understanding of the solicitation requirements.
- The State will schedule a time for the discussions & provide a date & time for receipt of best & final offers. If during discussions there is a need for clarification or change of the RFP it shall be amended to incorporate such clarification or change.
- Offerors will be accorded fair & equal treatment with respect to any opportunity for

discussions & revisions of proposals. If the offeror does not submit a notice of withdrawal or a best & final offer, once a date & time has been established for receipt of best and final offers, the offerors initial or immediate previous offer will be construed as its best & final offer.

-
- 6: Additional instructions/provisions are attached which apply to this Solicitation.
-

....DISREGARD ALL ELECTRONIC SUBMISSION INSTRUCTIONS. PROPOSALS ARE TO BE SUBMITTED PER THE INSTRUCTIONS CONTAINED WITHIN THE ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc).

....ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc) IS TO BE SIGNED AND SUBMITTED AS THE FIRST PAGE OF YOUR PROPOSAL.

- 7: ...ANY ALTERATION TO THE STATE OF IDAHO SIGNATURE PAGE SHALL RESULT IN THE PROPOSER BEING DEEMED NON-RESPONSIVE TO THE REQUEST FOR PROPOSALS.

....PROPOSALS MUST HAVE A DIVISION OF PURCHASING "RECEIVED" TIME STAMP NO LATER THAN 4:59:59 P.M. ON THE DATE PUBLISHED AS THE RFP RESPONSE DATE (CLOSING DATE), TO BE CANDIDATES FOR CONSIDERATION OF AWARD. PROPOSALS ARE TO BE SEALED AND MARKED PER THE STATE OF IDAHO SIGNATURE PAGE INSTRUCTIONS.

RFP Terms:

Discount Terms:

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid. Changing the amount changes it for ALL items previously submitted.

RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:

3

Unit of Measure:

YR

Commodity Code:

725-84--

Description:**TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED****Item 001
Response****Recycle Status:****Unit Price in US DOLLARS and CENTS: \$****Comments:****Upload / Manage already uploaded File(s):** ☐**Number of Current Attachments:****0****Optionally,
please supply:****Retail Price:****Manufacturer
Name:****Manufacturer ID:****For
Item 1****Manufacturer Part
Nbr:****Manufacturer URL:****Item Identification
ID:**

**You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicomnet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net**

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When applicable, the Sicomnet SOSA governs transaction fees. Please review on a regular basis.

RECURRING CHARGES FOR AUDIO TELECONFERENCING SERVICES

TELECONFERENCE TYPE	BRIDGE COST PER MINUTE	TRANSPORT COST PER MINUTE	OTHER _____
Operator Dialed/Assisted			
Caller Paid Dial-in			
800 Dial-in			
Combination - 800 Dial-in, Caller Paid Dial-in or Operator Dialed			
PICC (Presubscribed Interexchange Carrier Charges)			
USF (Universal Service Fund)			
LNP (Local Number Portability)			
SLC (Subscriber Line Charge)			

RECURRING CHARGES FOR AUDIO TELECONFERENCING FEATURES

FEATURES AND OPTIONS	MONTHLY RECURRING PER FEATURE COST	INCREMENTAL COST OF FEATURE	OTHER _____
Transcription			
Recording (provide tape to host agency)			
Roll-call/Attendance			
Standing Reservations			
Language Translation			
Other			

NON- RECURRING AUDIO TELECONFERENCE SERVICE CHARGES

NRC	ONE-TIME CHARGES
Contract Initiation/Implementation	
Other NRC	

RECURRING CHARGES FOR CALLING CARD USAGE

CALL TYPE	PER CALL SURCHARGE	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	DISCOUNT	OTHER
Intrastate IntraLATA					
Intrastate InterLATA					
Interstate					
International (insert additional lines if necessary)					
Directory Assistance					
Operator Assistance					
PICC (Presubscribed Interexchange Carrier Charges)					
USF (Universal Service Fund)					
LNP (Local Number Portability)					
SLC (Subscriber Line Charge)					
Other					

NON-RECURRING CHARGES FOR CALLING CARDS

NRC	ONE-TIME CHARGES
Contract Initiation/Implementation	
Other NRC	

RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE

CALL TYPE	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	DISCOUNT	OTHER _____
Switched-to-Switched - InterLATA				
Switched-to-Switched - IntraLATA				
Switched-to-Switched - Interstate				
Dedicated-to-Switched/Switched-to-Dedicated - InterLATA				
Dedicated-to-Switched/Switched-to-Dedicated - IntraLATA				
Dedicated-to-Switched/Switched-to-Dedicated - Interstate				
Dedicated-to-Dedicated - InterLATA				
Dedicated-to-Dedicated - IntraLATA				
Dedicated-to-Dedicated - Interstate				
International (insert additional rows if necessary)				
Third-Party Calls				
Directory Assistance				
"00" Information				
900 Calls				
PICC (Presubscribed Interexchange Carrier Charges)				
USF (Universal Service Fund)				
LNP (Local Number Portability)				
SLC (Subscriber Line Charge)				
Other				

RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE FEATURES AND FACILITIES

FEATURES	OTHER
PIN/Auth Codes	
Electronic Billing Options	
Electronic Traffic Monitoring or Reporting Options	
Electronic Inventory Options	
Electronic Maintenance and Troubleshooting Options	
T-1	
ISDN PRI D-Channel	
Other	

NON-RECURRING CHARGES FOR DIRECT DIALED LONG DISTANCE

NRC	One Time Cost
Facility (Circuit) Installation	
Service Conversion/Implementation	
Other NRC	

RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (DEDICATED)

CALL TYPE	MONTHLY RECURRING PER LINE COST	MONTHLY RECURRING CIRCUIT COST	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	OTHER _____
Intrastate IntraLATA					
Intrastate InterLATA					
Interstate					
International (insert additional lines if necessary)					
PICC (Presubscribed Interexchange Carrier Charges)					
USF (Universal Service Fund)					
LNP (Local Number Portability)					
SLC (Subscriber Line Charge)					
Other					

RECURRING CHARGES FOR TOLL-FREE FEATURES AND FACILITIES

FEATURES	MONTHLY RECURRING PER FEATURE/FACILITY COST	INCREMENTAL COST OF FEATURE	OTHER _____
Exchange Routing			
Area Code Routing			
Time/Day Manager			
Network Announcement			
In Progress Announcement			
Touch-tone or Voice Prompting			
Disconnect Intercept			
800 Directory Assistance			
T-1			
ISDN PRI D-Channel			
800 Transfer			
Other			

NON-RECURRING CHARGES FOR DEDICATED INBOUND TOLL-FREE SERVICES

Schedule NRC	ONE-TIME COST
--------------	---------------

Toll Free Calling Pricing

Facility Installation	
Service Conversion/Implementation	
Other NRC	

RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (NON-DEDICATED BUSINESS LINES)

CALL TYPE	MONTHLY RECURRING PER LINE COST	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	OTHER _____
Intrastate IntraLATA				
Intrastate InterLATA				
Interstate				
International (insert additional lines if necessary)				
PICC (Presubscribed Interexchange Carrier Charges)				
USF (Universal Service Fund)				
LNP (Local Number Portability)				
SLC (Subscriber Line Charge)				
Other				

NON-RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES (NON-DEDICATED BUSINESS LINES)

FEATURES	MONTHLY RECURRING PER FEATURE COST	INCREMENTAL COST OF FEATURE	OTHER _____ Pricing
SCHEDULED			

Exchange Routing			
Area Code Routing			
Time/Day Manager			
Network Announcement			
In Progress Announcement			
Touch-tone or Voice Prompting			
Disconnect Intercept			
800 Directory Assistance			
800 Transfer			
Other			

NON-RECURRING CHARGES FOR INBOUND TOLL-FREE SERVICES

NRC	ONE-TIME COST
Facility Installation	
Service Conversion/Implementation	
Other NRC	

RECURRING CHARGES FOR VIDEOCONFERENCE BRIDGING

CALL TYPE	BRIDGE COST PER MINUTE	TRANSPORT COST PER MINUTE	OTHER _____
Dial-in Cost			
Other			

NON-RECURRING CHARGES FOR VIDEOCONFERENCE BRIDGING

NRC	ONE-TIME COST
Service Conversion/Implementation	
Other NRC	

RECURRING CHARGES FOR VIDEOCONFERENCE DEDICATED

CALL TYPE	COST OF INITIAL BILLING INCREMENT	COST FOR ADDITIONAL BILLING INCREMENTS	DISCOUNT	OTHER _____
ISDN(PRI) 56/64 Kbps (dedicated to dedicated)				
ISDN(PRI) 384 Kbps (dedicated to dedicated)				
ISDN(PRI) 56/64Kbps (dedicated to switched/switched to dedicated)				
ISDN(PRI) _____ Kbps (switched to switched)				
PICC (Presubscribed Interexchange Carrier Charges)				
USF (Universal Service Fund)				
LNP (Local Number Portability)				
SLC (Subscriber Line Charge)				
Other _____				

CHARGES FOR BILLING SUPPORT AND MAINTENANCE

Support and Maintenance	MONTHLY RECURRING COST	NON-RECURRING COST	OTHER
Contract Support			
Contract Maintenance			
Electronic Billing Access			
Electronic Facility Access			
Change orders			
Other (insert additional lines if necessary)			



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Amendment 02

([Click to Review Prior Amendment Reasons.](#))

Mon Mar 6 , 3:59:49 P.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

RFP Amendment Reason: Closing date is being amended to March 17, 2006

RFP Date of Issue:
MON MAR 06, 2006 03:30:22 PM
MST

RFP CLOSING (Due) Date:
FRI MAR 17, 2006 05:00:00 PM MST

IN:

11 Days 1 Hours 0 minutes 12 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID
83701

Contact Person: GREGORY LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

Buyer: GREGORY D. LINDSTROM
Phone Nbr: 208-332-1609 **Fax Nbr: 208-327-7320**
Email: gregory.lindstrom@adm.idaho.gov

RFP FILE ☐ **signaturepageITB_RFP.doc**
ATTACHMENTS ☐ **0DOP_0RFP0_Statewide_Switched_Telecommunications_Services.**
3 file(s) found. ☐ **1DOP_RFP01758_Pricing_Schedules.xls**

SPECIAL INSTRUCTIONS

- 1:** STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpuhs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.

-
- 2:** RFP DOWNLOAD INSTRUCTIONS: Offerors must download attachments (open, save, or print document(s) on their own computer system), enter pricing where indicated, complete any other required information, sign the Request for Proposal (RFP) signature page, and return the completed solicitation response package to the Idaho Division of Purchasing on or before the proposal closing date and time.
-

- 3:** NEGOTIATIONS: The State may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible bidder. Prior to authorizing negotiations the Administrator, Division of Purchasing, shall determine in writing that negotiations may be in the best interest of the State. In addition to any other negotiation criteria described in the specifications, the State may, for example, negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiation, adequate procedures will be used to ensure that disclosure of any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and the State may undertake negotiations with the next ranked submitting vendor.

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

- 4: Submission of an electronic response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

BEST AND FINAL OFFERS: The State may, at its sole option, either accept an offeror's initial proposal by award of a contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. Offerors should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, offeror's proposals deemed incapable of meeting the scope & needs of the RFP in a satisfactory manner may be removed from further consideration during any best & final offer phase.

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- 6: Additional instructions/provisions are attached which apply to this Solicitation.
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RFP Terms:

Discount Terms:

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid.
Changing the amount changes it for ALL items previously submitted.

RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:

3

Unit of Measure:

YR

Commodity Code:

725-84-

Description:

TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED

Item 001

Recycle Status: ☐

Response**Unit Price in US DOLLARS and CENTS: \$****Comments:****Upload / Manage already uploaded File(s):** ☐**Number of Current Attachments:****Optionally,
please supply:****Retail Price:****Manufacturer
Name:****For
Item 1****Manufacturer ID:****Manufacturer Part
Nbr:****Manufacturer URL:****Item Identification
ID:**

**You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicomnet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net**

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When applicable, the Sicomnet SOSA governs transaction fees. Please review on a regular basis.



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Amendment 03

([Click to Review Prior Amendment Reasons](#))

Wed Mar 15, 9:53:58 A.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

RFP Amendment Reason: ...The closing date for this solicitation is hereby amended as shown to allow the State to complete its review of questions received regarding our terms and conditions.

RFP Date of Issue:
WED MAR 15, 2006 09:52:48 AM
MST

RFP CLOSING (Due) Date:
FRI MAR 31, 2006 05:00:00 PM MST

IN:

16 Days 7 Hours 6 minutes 3 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID
83701

Contact Person: GREGORY LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

Buyer: GREGORY D. LINDSTROM
Phone Nbr: 208-332-1609 **Fax Nbr: 208-327-7320**
Email: gregory.lindstrom@adm.idaho.gov

RFP FILE ☐ signaturepageITB_RFP.doc
ATTACHMENTS ☐ 0DOP_0RFP0_Statewide_Switched_Telecommunications_Services.
3 file(s) found. ☐ 1DOP_RFP01758_Pricing_Schedules.xls

SPECIAL INSTRUCTIONS

- 1: STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpubs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.

- 2: RFP DOWNLOAD INSTRUCTIONS: Offerors must download attachments (open, save, or print document(s) on their own computer system), enter pricing where indicated, complete any other required information, sign the Request for Proposal (RFP) signature page, and return the completed solicitation response package to the Idaho Division of Purchasing on or before the proposal closing date and time.

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negotiations with the next ranked submitting vendor.

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

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Discount Terms:

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid.
Changing the amount changes it for ALL items previously submitted.

RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:

3

Unit of Measure:

YR

Commodity Code:

725-84-

Description:

TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED

Item 001
Response

Recycle Status:

Unit Price in US DOLLARS and CENTS: \$

Comments:

Upload / Manage already uploaded File(s): ☐ Number of Current Attachments:

Optionally,
please supply:

Retail Price:

Manufacturer
Name:

Manufacturer ID:

For
Item 1

Manufacturer Part
Nbr:

Manufacturer URL:

Item Identification
ID:

You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicommet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net

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When applicable, the Sicommet SOSA governs transaction fees. Please review on a regular basis.



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Amendment 04

([Click to Review Prior Amendment Reasons](#))

Mon Mar 27, 11:44:07 A.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

RFP Amendment ...RELEASE ANSWERS TO QUESTIONS RECEIVED. PLEASE
Reason: REFERENCE ATTACHMENT FOR AMENDMENT04.

RFP Date of Issue:
MON MAR 27, 2006 11:42:16 AM
MST

RFP CLOSING (Due) Date:
FRI MAR 31, 2006 05:00:00 PM MST

IN:

4 Days 5 Hours 15 minutes 54 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID
83701

Contact Person: GREGORY LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

Buyer: GREGORY D. LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

RFP FILE ○ **signaturepageITB_RFP.doc**
ATTACHMENTS ○ **0DOP_0RFP0_Statewide_Switched_Telecommunications_Services.**
4 file(s) found. ○ **1DOP_RFP01758_Pricing_Schedules.xls**
 ○ **4DOP_RFP01758_Answers_To_Questions_Amendment04.doc**

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By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

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example: 5.25% = .0525

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RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:

3

Unit of Measure:

YR

Commodity Code:

725-84--

Description:

TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED

Item 001
Response

Recycle Status:

Unit Price in US DOLLARS and CENTS: \$

Comments:

Upload / Manage already uploaded File(s): ☐ Number of Current Attachments:

Optionally,
please supply:

Retail Price:

Manufacturer
Name:

For
Item 1

Manufacturer ID:

Manufacturer Part
Nbr:

Manufacturer URL:

Item Identification
ID:

You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicommet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net

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When applicable, the Sicommet SOA governs transaction fees. Please review on a regular basis.

STATE OF IDAHO, DIVISION OF PURCHASING
RFP01758; Switched Telecommunications Services
AMENDMENT 04
March 27, 2006

This amendment is hereby incorporated into and made part of the above referenced purchasing solicitation as of the date listed.

CLARIFICATIONS

1. "Internet services" shall be replaced by "switched telecommunications services" in the following locations throughout the document;

- Section 2.0 paragraph 21 (Vendor Owned and Managed Equipment)
- Section 3.8 paragraph 1 (Governance)
- Section 5.2 paragraph 1 (E-rate Eligibility)

2. Section 8.6.5 Problem Resolution will be replaced in its' entirety with the following;

8.6.5 (E) Problem Resolution

The Bidder shall provide monitoring and management of ALL State long distance services under this RFP on a 7 x 24 x 52 basis. To assure the State the maximum availability of this resource the bidder shall:

- Guarantee that items provided to the State by the bidder for the purpose of long distance service management or troubleshooting, such as software, or on-line WEB tools and access as well as any other items provided, shall be not be unavailable to State staff for longer than a period of four (4) working hours before it shall be remedied.
- Guarantee a maximum of one (1) hour response time for any problem causing significant delay or impediment of State long distance service for any reason. A significant outage is meant to mean be a complete circuit, central office or point of presence failure in any one or more locations. This shall not be construed to mean one (1) hour from the time State personnel detect the problem, but instead, to mean one (1) hour from the time the bidder's monitoring and management facility detect the problem. The bidder shall have primary responsibility for proactive management and immediate remedial action, including, but not limited to, advising State personnel in the event of any significant outage, re-routing of state traffic, utilization of redundant facilities, and all other steps required for the immediate re-instituting of services to the State. The bidder shall ensure the reliability of State long distance services by guaranteeing operational up time of no less than 99.96% or 8,756 hours per year for any 365-day period.
- Troubleshooting: For each service under this RFP, bidders must have a centralized trouble-shooting and maintenance center/s for reporting network or service trouble, or outages. Trouble-shooting centers must be staffed 24 hours a day, seven days a week (7 x 24.) The bidder must respond to trouble reported by State personnel within one (1) hour of notification by the State and hourly thereafter with updates until the trouble is cleared. Network outages exceeding four (4) consecutive hours are unacceptable. Persistent network failures forcing the State to use alternate call routing is NOT acceptable. On-

STATE OF IDAHO, DIVISION OF PURCHASING
RFP01758; Switched Telecommunications Services
AMENDMENT 04
March 27, 2006

line electronic trouble reporting using software or WEB access provided by the contractor is preferable. Response and escalation requirements remain the same regardless of the media used to report trouble.

Provide in your response your company's complete network or service monitoring and management procedures and resources. Provide the State with the names and telephone numbers where network management personnel can be reached, and escalation procedures in the event of network trouble or outage. Information provided must show that the bidder meet all the minimum general and technical requirements described in the RFP.

Provide in your response detailed information for any electronic, software or on-line WEB access tools your company may have for reporting and escalating network and service trouble or outages or for monitoring the State dedicated access circuits.

Provide in your response a complete Disaster Recovery Plan that includes: secondary or redundant paths, continued alternate service in the event of a network outage or overload.

Describe in detail how you will meet the state's specific expectations and comply with the requirements in this RFP section.

3. Terms & Conditions

In response to the questions received regarding the State's Terms and Conditions, for RFP01729, Clause 19 "Terms & Conditions of Ensuing Agreement" of the State's "Solicitation Instructions to Vendors", is being amended as follows. **Terms and Conditions will be negotiated with the best qualified proposer. In signing the State's Signature Page, the vendor is agreeing to the State's Terms & Conditions and "any negotiated provisions" meaning any negotiated changes to the State's Terms & Conditions should the vendor be the best qualified proposer for RFP01758.**

Please note. The time for submitting questions (referenced in Clause 19 below), has passed.

19. TERMS AND CONDITIONS OF ENSUING AGREEMENT: Any ensuing Agreement will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation documents. ~~No additional or supplemental terms and conditions submitted by the Bidder as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Agreement. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and ANY special conditions in this Solicitation are the only conditions applicable to this Solicitation and any ensuing Agreement and the Bidder's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Bid or Proposal will be deemed nonresponsive.~~ **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE STATE'S TERMS AND**

STATE OF IDAHO, DIVISION OF PURCHASING
RFP01758; Switched Telecommunications Services
AMENDMENT 04
March 27, 2006

CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.

ADDITIONS

The following clause is added to Section 4. "Special Terms and Conditions" of the RFP.

4.6 Public Agency Clause

Contract prices shall be extended to other "Public Agencies as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the Public Agency to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

ANSWERS TO QUESTIONS RECEIVED.

Q-Question

Note: Any modification by the State to its Terms & Conditions shall be understood by the bidders to solely be for the purpose of this purchase.

Q1 Will the State of Idaho consider or award a partial bid?

Answer: Yes, the State will consider awarding a contract for any one, or more, of the five individual services sought. A bidder can make an offer for any one or combination of the five services – direct dial long distance, audio teleconference services, videoconference services, toll-free services, and/or calling card services. The State will not consider splitting an award for a service such as for instance, an award separating outbound direct dialing services into an in-state and out-of-state award.

Q2 I'm hoping you can clear up an issue that we have in responding to this RFP (any any subsequent RFPs), specifically as it relates to the Signature page.

The way this reads, even if the State allows changes based on the vendor questions asked & responded to, by signing we would be accepting all of the standard T&Cs:

"By my signature below I accept the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS dated 11/14/05 as incorporated by reference into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation."

STATE OF IDAHO, DIVISION OF PURCHASING
RFP01758; Switched Telecommunications Services
AMENDMENT 04
March 27, 2006

We have a very strong story to tell, and best in class solution to provide to the State in our response, but would be unable to accept some of the T&Cs as currently written. Without the ability to amend the signature page to allow for some changes/negotiation, we are unable to provide a response acceptable to the State. Can you provide some direction on how to provide a response, with the above in mind, and not be considered non-responsive out of the gate?

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q3 Would the State be acceptable to the following changes to the “State of Idaho Standard Terms & Conditions”?

Item #1: Section 2, Termination. Replacing existing with the following alternative:

“In the event Contractor fails to perform and such failure is determined to be a breach of a material obligation under the Agreement and Contractor fails to remedy such breach within thirty (30) days of the State’s delivery of written notice thereof, the State’s sole remedy will be to terminate the proposed agreement.

“In the event such failure is determined not to be a breach of a material obligation under the proposed agreement and the State does move to an alternate vendor, the State may be liable for its failure to satisfy certain terms and conditions under the proposed agreement including, without limitation, the failure to meet any applicable exclusivity requirements, underutilization charges, early termination charges, etc. In such event, Contractor will not pay any costs of cover.”

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q4 Item # 2: Section 17, Installation and Acceptance. Regarding the 14 day acceptance period, would alternative language be acceptable to the state, such as:

“If the State utilizes Contractor’s services, Contractor will bill the State in accordance with Contractor’s standard billing practices and the State will be obligated to pay Contractor in accordance with the payment terms set forth in the Agreement.”

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q5 Item # 3: Section 20, Assignment. Would the State consider insertion of the following:
“Contractor reserves the right to assign or otherwise transfer this contract, in whole or in part, to its parent or any other controlled subsidiary or affiliate thereof, or to any purchaser of all or substantially all of its assets.”

STATE OF IDAHO, DIVISION OF PURCHASING
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Answer: Please reference Item 3 of "CLARIFICATIONS" section.

- Q6 **Item # 4: ADDITIONAL TERMS AND CONDITIONS** Will the State permit adding the following additional terms to our response:

ADDITIONAL TERMS

Contractor requests the following terms be added to the resulting Agreement.

(1) DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Bidder MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY CONTRACTOR SERVICES, SOFTWARE OR DOCUMENTATION. Bidder SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(2) Limitation of Liability and Action. The total liability of Contractor to Customer in connection with this Agreement, for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, is limited to the lesser of: (a) direct damages proven by Customer; or (b) the amount paid by Customer to Contractor under this Agreement for the six (6) month period prior to accrual of the most recent cause of action, excluding amounts for equipment and the services of Contractor incumbent local exchange carriers. Nothing in this section limits Contractor's liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by Contractor's negligence; or (c) loss or damage to real property or tangible personal property proximately caused by Contractor's negligence. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

(3) Governmental Charges. Contractor may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Contractor's service.

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Answer: Please reference Item 3 of “CLARIFICATIONS” section.

- Q7 **Section 4.4, Tariffs.** Most of our services are no longer tarified. However, to prevent prohibited discrimination among customers, we are required to make publicly available our standard product descriptions, definitions, prices and other terms and conditions in our “Service Publication and Price Guide” (“Guide”). We incorporate the Guide into our agreements by reference, maintain it on our Internet web-site, and make it accessible by, and available to, our customers at all times. The Guide may be modified by us from time to time and thereby affect the services furnished to our customers.

Would the State allow language in our response that proposes the Guide to be incorporated into the resulting Contract between the parties, to the extent the Guide terms are not inconsistent with the product descriptions, definitions, prices and other terms and conditions of the Contract?

Answer: So long as the “Guide” is subordinate to the State’s prices and other terms and conditions. A paper copy of the “Guide” or a copy furnished on a CD should be submitted with the bidders response.

- Q8 **Section 5.0, The Process.** After vendor questions submitted & the State responses are sent out, there may remain minimal negotiations on language. Will the State allow bid responses to contain (again, minimal) conditional language requesting mutually agreeable language for specific (perhaps, “not more than qty X”) T&Cs?

Answer: Please reference Item 3 of “CLARIFICATIONS” section.

- Q9 **Section 7.0, Current Environment for Select Users.** Can the State provide the quantity of switched lines for Outbound LD currently in place?

Answer: The current environment has approximately 40,000 telephone numbers in the direct dialing inventory. This inventory includes, DID/DOD ranges, flat and measured business lines, as well as dedicated access Centrex and Centranet lines. The inventory includes all current Mandatory and Voluntary users’ lines.

- Q10 **Section 7.0, Current Environment for Select Users.** Do the usage figures in the RFP include usage from any Voluntary users? If so, can the usage for Voluntary users (and associated breakdowns for Mandatory users) be separated out and provided?

Answer: Yes, the usage figures include Voluntary users. No, in the current environment there is now acceptable or accurate way to separate Voluntary and Mandatory users’ usage. There are currently approximately 150 Voluntary users (cities, counties, school districts and

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community medical facilities) exercising the State's Public Entity clause and participating in the services offered in the RFP.

- Q11 **Section 8.5.1, Videoconferencing Bridging.** The term "Broadcast" (section 8.5.1, second bullet, page 17) does not specifically refer to video "streaming/webcasting" technology, but rather to simply being able to have a "host" location broadcast out to other participating sites while keeping those other sites muted. Could the State clarify what is being requested here?

Answer: Broadcasting is meant to be where a videoconference host sends or broadcast a video stream to a destination or destinations. But, the videoconference is not interactive and participants "listen" only.

- Q12 **Section 8.5.1, Videoconferencing Bridging.** The term "Cross Service" connectivity (section 8.5.1, fourth bullet, page 17) – what does this refer to?

Answer: Cross-service connectivity refers to our desire to be able to connect to points off-net that may or may not be part of the State network. Such as, accesses from one of the current AT&T video access points with another location that may be have a Verizon access circuit.

- Q13 **Section 8.5.1, Videoconferencing Bridging.** Could the State provide further clarification regarding the specific protocols (ex. H.320, H.323, SIP, SG4, SG3, etc...) is requested?

Answer: The State's sites are currently are primarily H320 protocol with the need to be able to connect with other remote sites that are primarily H323 protocol. But, users may be interested in other available protocols so bidder's responses should include all the available videoconferencing protocols their network is able to support.

- Q14 **Section 8.6.5, Problem Resolution.** Per our 7-Feb-06 Pre-proposal meeting, please provide clarification regarding Management Tool (first bullet), Service (second bullet) and Significant Outages & Alternatives in Long Distance Term outages (third bullet).

Answer: Reference the State's clarification for Section 8.6.5 Problem Resolution on Page 1 of this document. ([Top of the Document](#))

- Q15 **Section 10.0, Pricing Schedules.** Please provide NPA/NXX for the all Dedicated Access Line Sites that need to be priced.

Answer: The State's current dedicated access location spreadsheet has been updated to include the local central office NPA-NNX (see the State's clarifications amendment). This

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should not be construed to mean that bid submissions should give pricing specifically or only for the locations currently utilizing dedicated access circuit. Submissions should include a complete inventory of bidders POP's serving Idaho (see Sections 8.4.2 and 8.4.3) and the associated pricing schedule submissions should clearly identify the monthly recurring cost any circuit, associated D-channel if appropriate, mileage rates if applicable as well as any other recurring costs such as, but not limited to multiplexing, or access coordination.

Q16 Per Section 3.1 Issuing Office & Submission of Questions:

Assuming that a bidder complies with the third "bullet point" in RFP Section 5.0 and has not "conditioned their bid based upon the State accepting terms or conditions established by the bidder,"

(1) In responding to the "State of Idaho Standard Terms and Conditions," may a bidder submit edits and/or alternative or additional contract language for consideration by the State? The intent in submitting such suggestions would be for the parties to use the "State of Idaho Standard Terms and Conditions" as the foundation of their agreement, with such edits as the parties mutually agree to in cooperative discussions after bid award.

(2) If a bidder submits alternative contract language in this manner -- as points for discussion and mutual agreement, and not as "conditions" to the bid -- will the bidder receive a "pass" rating under RFP Section 5.2 ("Scoring") for compliance with RFP Section 4 (Special Terms and Conditions)?

Answer: *Please reference Item 3 of "CLARIFICATIONS" section.*

Q17 Bidder does not anticipate the creation of customized software. Bidder requests the State of Idaho remove the applicability of the Computer Software Special Terms and Conditions (as described in Section 4 of the RFP). If the State requires such terms and conditions related to customized software, Bidder requests an explanation of where the State believes customized software is to be provided. Bidder also requests the State confirm and clarify in Section 4 of the RFP entitled Special Terms and Conditions that the Computer Software Special Terms and Conditions are not applicable unless the Contractor is specifically requested to provide and develop customized software.

Answer: *Please reference Item 3 of "CLARIFICATIONS" section.*

Q18 Bidder agrees that the long distance services requested by the State have been "detariffed" as described in Section 4.4 of the RFP. However, such services remain regulated and Bidder continues to be subjected to non-discrimination requirements for such services. Bidder further understands and agrees that, if required, it will file the resultant contract for the services as an

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“ICB” contract as the State of Idaho explains in Section 4.4 of the RFP. With this in mind, Bidder believes it necessary to incorporate into its proposal its Rates and Services Schedule that is filed with the F.C.C., with the understanding that such product descriptions, etc. would be supplemental terms and conditions and that any terms, conditions, product descriptions, etc. set forth in the Rates and Services Schedule would fall in the order of precedence as described by the State. Is that incorporation acceptable? Bidder understands that it would not be relieved from describing in responsive detail how the services offered meet the requirements for the services requested in the RFP.

Answer: Yes, so long as the “Rates and Services Schedules” is subordinate to the State’s prices and other terms and conditions. A paper copy of the “Rates and Services Schedule” or a copy furnished on a CD should be submitted with the bidder’s response.

- Q19 With regard to the damages the Contractor would be responsible for in connection with termination for the Contractor’s uncured default or non-compliance as described in Section 2 of the State’s Standard Contract Terms and Conditions, it is Bidder’s understanding that the current contract with AT&T for the services requested clarifies that the damages would be limited to the difference between the purchase price for the terminated services with the Contractor and the price to be paid for such services to the next lowest responsive and responsive bidder. Would the State of Idaho clarify in Section 4 of the RFP that such damages described in Section 2 of the Standard Contract Terms and Conditions are only those of the price difference as the State’s current contract reads?

Answer: Please reference clause 8.6.4 of the RFP. No damages will be accessed.

- Q20 Bidder understands that Section 4 of the State’s Standard Contract Terms and Conditions provides that prices will not fluctuate during the term of the agreement and that such prices are exclusive of taxes or surcharges. Bidder also understands that changes in surcharges or fees (such as U.S.F.) incurred as a result of regulatory activity would not be limited by the language in Section 4. Can you confirm Bidder’s interpretations of Section 4 or clarify why they are incorrect?

Answer: That is correct the Federal USF or PICC taxes or surcharges may fluctuate. But, increases in these fees must be implemented by bidders in a timely manner and may NOT be retroactively applied for more than 60-days. This must also be true for any rate DECREASES. The State requires that bidder’s pass on reductions in the same fees applicable to this contract.

- Q21 In Section 11 of the State’s Standard Contract Terms and Conditions, Bidder requests the State to replace the words “arising solely” with the words “to the extent it arises” in order to apportion the damages resulting from each parties fault. Alternatively, the State may make such clarification in the Special Terms and Conditions set forth in Section 4 of the RFP.

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Bidder does not believe it is commercially reasonable to be responsible for indemnification for all the damages incurred where it may have only been minimally responsible as compared to the actions of the State.

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q22 In Section 24 of the State’s Standard Contract Terms and Conditions regarding Confidentiality, Bidder requests that the sentence “The State may require that Contractor’s officers, employees, agents or subcontractors agree in writing to the obligations contained in this section.” to be deleted. Alternatively, this request may be addressed through a clarification set forth in Section 4 of the RFP. Bidder Communications Corporation will be signing the contract and will be responsible for the actions of its employees, agents and subcontractors in connection with the performance of the agreement and the obligations of Bidder, including the confidentiality provisions thereof. In addition, Bidder makes this request because of collective bargaining agreements which already address confidentiality requirements, and do not require individual signatures in this manner. Please note that Bidder implements annual employee training with respect to proper treatment of confidential information.

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q23 Bidder requests the change in the order of priority of documents as described in Section 30 of the State’s Standard Terms and Conditions to reflect that the Contractor’s proposal as accepted by the State take priority over the RFP. Where an accepted term in a proposal differs from the term described in the RFP, such accepted difference should prevail. Also, Bidder requests the State to confirm that in the present case, the State’s acceptance of a Contractor’s proposal indicates it has specifically agreed to the terms and conditions of the proposal. Both requests may be addressed in Section 4 of the RFP. Any specific, supplemental or complimentary terms not to be agreed to by the State could be negotiated out of the proposal by the State in accordance with Idaho state law. Through this method, a clear and mutually agreeable contract would result.

Answer: *Please reference Item 3 of “CLARIFICATIONS” section.*

- Q24 Bidder requests the addition of a disclaimer of warranties section be added to the Special Terms and Conditions of Section 4 of the RFP substantially in the form of the following:

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, INCLUDING ANY SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR

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PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, STATE ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE PRODUCTS, INCLUDING ANY SERVICES. CONTRACTOR DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

Answer: Please reference Item 3 of “CLARIFICATIONS” section.

- Q25 Bidder requests the addition of a limitation of liability section in the Special Terms and Conditions set forth in Section 4 of the RFP substantially in the form of the following:

LIMITATION OF LIABILITY:

NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE PRODUCTS, INCLUDING ANY SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY STATE FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, STATE’S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL USAGE CHARGES PAID BY STATE TO CONTRACTOR FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MONTHLY RECURRING CHARGES AND USAGE CHARGES PAID BY STATE TO CONTRACTOR UNDER THIS AGREEMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM (“DAMAGE CAP”). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (a) a party’s indemnification obligations; and (b) the State’s payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, Early Termination Charges, and Service Cancellation Charges.

Answer: Please reference Item 3 of “CLARIFICATIONS” section.

- Q26 Bidder desires that the State amend the RFP to include a question intended to provide bidders the ability to provide a procedure or direction for notices to be made to the Contractor under the agreement. Bidder has a specific notice address for cancellation of services that it would like to incorporate into the contract.

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March 27, 2006

Answer: The State is answering this question in relationship to Section 8.6.4 Change Management. The bidder's response should provide their service cancellation procedures and the notice address for cancellation of services should be included in the response.

- Q27 Bidder requests that the State's Special Terms and Conditions in Section 4 of the RFP be amended to add a provision disclaiming the rights of third party beneficiaries substantially in the form of the following:

NO THIRD PARTY BENEFICIARIES: This Agreement is intended solely for Bidder and Customer and it will not benefit or be enforceable by any other person or entity.

Answer: Please reference Item 3 of "CLARIFICATIONS" section.

- Q28 In Section 8.6.5 of the RFP, the State uses the terms "guarantee" and "guaranteeing." Bidder requests that the State confirm that bidders will not be deemed non-responsive or non-responsible if their proposal addresses the failure to satisfy such guarantees by providing that the remedy for such outages would be handled in accordance with the service level agreements and the service credits described for failure to meet such service level agreements. Furthermore, Bidder requests the State confirm and/or modify the RFP to state that the damages or claims for the breach of any such guarantees would be subject to any limitation of liability provision agreed to by the State.

Answer: See the State's clarification amendment for Section 8.6.5 Problem Resolution, Item 2 under CLARIFICATIONS on page 1. ([Top of the Document](#))



State of Idaho A00000000011
Idaho Division of Purchasing
5569 Kendall
PO Box 83720
Boise ID, 83720-0075

Request for Proposal

Amendment 05

([Click to Review Prior Amendment Reasons](#))

Mon Mar 27, 4:19:19 P.M. MST 2006
HH:MM:SS adjusted to system server hh:mm:ss

RFP Nbr: RFP01758
Reference Number:

Requisition Nbr: REQ07732
Document Nbr: PREQ10575

RFP Amendment Reason: ...RELEASE ATTACHED AMENDMENT05 EXCEL
LOCATION SPREADSHEET FILE IN SUPPORT OF
QUESTION 15 AND ANSWER ON AMENDMENT04.

RFP Date of Issue:
MON MAR 27, 2006 04:16:50 PM
MST

RFP CLOSING (Due) Date:
FRI MAR 31, 2006 05:00:00 PM MST

IN:

4 Days 0 Hours 40 minutes 37 seconds

Start of Service Date: 06/23/2006

End of Service Date: 06/22/2009

Freight: Freight / Handling Included in Price

FOB: Destination

Delivery Point: VARIOUS

Name 1: State of Idaho Various
Agencies

Address 1: ****

Name 2: Various State Agencies

Address 2:

Name 3: located throughout Idaho

City, State & Zip: Various, ID
83701

Contact Person: GREGORY LINDSTROM

Phone Nbr: 208-332-1609

Fax Nbr: 208-327-7320

Email: gregory.lindstrom@adm.idaho.gov

Buyer: GREGORY D. LINDSTROM
Phone Nbr: 208-332-1609 **Fax Nbr: 208-327-7320**
Email: gregory.lindstrom@adm.idaho.gov

RFP FILE ○ [signaturepageITB_RFP.doc](#)
ATTACHMENTS ○ [0DOP_0RFP0_Statewide_Switched_Telecommunications_Services.](#)
5 file(s) found. ○ [1DOP_RFP01758_Pricing_Schedules.xls](#)
 ○ [4DOP_RFP01758_Answers_To_Questions_Amendment04.doc](#)
 ○ [05_Amendment05_CIRCUIT_INVENTORY.xls](#)

SPECIAL INSTRUCTIONS

- STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS AND SOLICITATION INSTRUCTIONS TO VENDORS: The State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at www.adm.idaho.gov/purchasing/purpubs.htm. If you do not have internet access, you may contact the Div. of Purchasing at 208-327-7465 to obtain a copy. The Standard Contract Terms and Conditions and Solicitation Instructions to Vendors shall apply to this solicitation and the State of Idaho Standard Contract Terms and Conditions shall apply to any contract resulting from this solicitation. Failure by any submitting vendor to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider the State of Idaho Standard Contract Terms and Conditions in its response to the solicitation.
- 1:

- RFP DOWNLOAD INSTRUCTIONS: Offerors must download attachments (open, save, or print document(s) on their own computer system), enter pricing where indicated, complete any other required information, sign the Request for Proposal (RFP) signature page, and return the completed solicitation response package to the Idaho Division of Purchasing on or before the proposal closing date and time.
- 2:

- NEGOTIATIONS: The State may, following receipt and evaluation of bids or proposals and any allowed Best and Final Offer procedures, negotiate with the apparent low responsive and responsible bidder. Prior to authorizing negotiations the Administrator, Division of Purchasing, shall determine in writing that negotiations may be in the best interest of the State. In addition to any other negotiation criteria described in the specifications, the State may, for example, negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiation,
- 3:

adequate procedures will be used to ensure that disclosure of any information, including price, from competing proposals is not revealed. If negotiations are unsuccessful, they shall be formally terminated and the State may undertake negotiations with the next ranked submitting vendor.

By submitting an electronic response, the submitting vendor hereby offers to sell to the State of Idaho the specified property and/or services, if this quotation, bid, or proposal (response) is accepted within a reasonable time from the date of closing, at the price shown in our response and under all the terms and conditions contained in, or incorporated by reference into the State of Idaho's solicitation.

- 4: Submission of an electronic response to the State of Idaho constitutes and shall be deemed an offer to sell to the State of Idaho the specified property and/or services at the price shown in the response and under the State's Terms and Conditions.

The electronic response submitter certifies that he/she is authorized to sign the response for the submitting vendor and that the response is made without connection with any person, firm, or corporation making a response for the same goods and/or services and is in all respects fair and without collusion or fraud.

BEST AND FINAL OFFERS: The State may, at its sole option, either accept an offeror's initial proposal by award of a contract or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. Offerors should submit their best proposals initially as there is no guarantee the State will conduct discussions. During the initial evaluation process, offeror's proposals deemed incapable of meeting the scope & needs of the RFP in a satisfactory manner may be removed from further consideration during any best & final offer phase.

- 5: During the evaluation phase & any discussions conducted, adequate procedures will be used to ensure that the contents of the offeror's proposals are kept under strict security & disclosure of any information from competing proposals is prohibited. If discussions are deemed necessary, they may be used to determine in greater detail the offeror's qualifications, explore with the offeror the scope & nature of the project, determine that the offeror will make available the necessary personnel & facilities to perform within the required time, or discuss compensation which is fair & reasonable. The primary purpose of any such discussions will be to assure that the offeror has full understanding of the solicitation requirements. The State will schedule a time for the discussions & provide a date & time for receipt of best & final offers. If during discussions there is a need for clarification or change of the RFP it shall be amended to incorporate such clarification or change. Offerors will be accorded fair & equal treatment with respect to any opportunity for discussions & revisions of proposals. If the offeror does not submit a notice of withdrawal or a best & final offer, once a date & time has been established for receipt of best and final offers, the offeror's initial or immediate previous offer will be

construed as its best & final offer.

-
- 6: Additional instructions/provisions are attached which apply to this Solicitation.
-

....DISREGARD ALL ELECTRONIC SUBMISSION INSTRUCTIONS. PROPOSALS ARE TO BE SUBMITTED PER THE INSTRUCTIONS CONTAINED WITHIN THE ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc).

....ATTACHED STATE OF IDAHO SIGNATURE PAGE (signaturepageITB_RFP.doc) IS TO BE SIGNED AND SUBMITTED AS THE FIRST PAGE OF YOUR PROPOSAL.

- 7: ...ANY ALTERATION TO THE STATE OF IDAHO SIGNATURE PAGE SHALL RESULT IN THE PROPOSER BEING DEEMED NON-RESPONSIVE TO THE REQUEST FOR PROPOSALS.

....PROPOSALS MUST HAVE A DIVISION OF PURCHASING "RECEIVED" TIME STAMP NO LATER THAN 4:59:59 P.M. ON THE DATE PUBLISHED AS THE RFP RESPONSE DATE (CLOSING DATE), TO BE CANDIDATES FOR CONSIDERATION OF AWARD. PROPOSALS ARE TO BE SEALED AND MARKED PER THE STATE OF IDAHO SIGNATURE PAGE INSTRUCTIONS.

RFP Terms:

Discount Terms:

example: 5.25% = .0525

Terms Text:

example: 5.25% / 30 net 31 days = 30 net 31

Note: Discount and Terms pertain to each item on this Request for Bid. Changing the amount changes it for ALL items previously submitted.

RFP Items:

Item Number: 001

RFP Nbr: P2006001758

Quantity:
3

Unit of Measure:
YR

Commodity Code:
725-84--

Description:

TELECOMMUNICATION SERVICES-STATEWIDE SWITCHED

Item 001
Response

Recycle Status:

Unit Price in US DOLLARS and CENTS: \$

Comments:

Upload / Manage already uploaded File(s): ☐ Number of Current Attachments:

Optionally,
please supply:

Retail Price:

Manufacturer
Name:

For
Item 1

Manufacturer ID:

Manufacturer Part
Nbr:

Manufacturer URL:

Item Identification
ID:

You will receive an on-screen and an email confirmation of your response.
If you do not receive these confirmations, please contact the Sicomnet Help Desk
at 800.575.9955 option 2 or email to: support@sicomm.net



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When applicable, the Sicomnet SOSA governs transaction fees. Please review on a regular basis.

Dedicated Access Lines					
Agency/Entity	Quantity	PRI	Location	NPA- NNX	Purpose
Department of Fish and Game	1	No	1 Stationery Pl, Rexburg ID 83441	208-356	Toll-free
Department of Transportation	3	No	3311 W State st, Boise ID 83720	208-334	Toll-free
Tax Commission	1	No	800 Park Blvd, Boise ID 83722	208-334	Toll-free
State Insurance Fund	1	No	1215 W State St, Boise ID 83720	208-334	Toll-free
Lottery Commission	1	No	1199 Shoreline Ln, Boise ID 83702	208-334	Toll-free
Dept of Commerce and Labor	1	Yes	317 E Main St, Boise ID 83702	208-334	Toll-free
Tax Commission	1	Yes	570 Lake Cook Rd, Deerfield IL 60015	224-270/ 847-236	Toll-free
Liquor Dispensary	1	Yes	1349 E Beechcraft Ct, Boise ID 83716	208-334	Toll-free
Dept of Commerce and Labor	1	Yes	4977 W Fairview Ave, Boise ID 83706	208-327	Toll-free
Noth Idaho College	4	Yes	1000 W Garden Ave, CDA ID 83	208-769	Video
Kootenai Medical Center	1	Yes	2003 N Lincoln Wy, CDA ID 83814	208-769-	Video
Benewah Community Hospital	1	Yes	229 S 7th St, St Maries ID 83861	208-245	Video
Eastern Idaho Tech College	1	Yes	1600 South 2500 East, Idaho Falls ID 83404	208-525	Video
Boundary County School District #101	1	Yes	Hwy 95, Bonners Ferry ID 83805	208-267	Video
Coeur D'Alene School District #271	1	Yes	5530 N 4th St., Coeur D'Alene ID 83814	208-769	Video
Kellogg School District #391	1	Yes	2 Jacobs Gulch Rd., Kellogg ID 83837	208-783	Video
Lakeland School District #272	1	Yes	684 Hwy 53, Rathdrum ID 83858	208-687	Video
Saint Maries School District #041	1	Yes	Rt. 3, St Maries ID 83861	208-245	Video
Wallace School District #393	1	Yes	1 Miners Alley, Wallace ID 83873	208-752	Video
Lakeland School District #272	1	Yes	5303 W Hwy 53, Rathdrum ID 83858	208-687	Video
University of Idaho Agricultural Extension	1	Yes	29603 U of I Ln., Parma ID 83660	208-722	Video
University of Idaho Agricultural Extension	1	Yes	1693 S 2700 W, Aberdeen ID 83210	208-397	Video
University of Idaho Agricultural Extension	1	Yes	4205 N Boyer Ave., Sandpoint ID 83864	208-265	Video
University of Idaho Agricultural Extension	2	Yes	UI Campus, Moscow ID 83844	208-885	Video

One d-channel shared for all four circuits.

Lewis Clark State College	2	Yes	500 8th Ave., Lewiston Idaho 83501	208-799	Video
Boise State University	1	Yes	1910 University Ave., Boise ID 83725	208-334	Video
College of Southern Idaho	1	Yes	315 Falls Ave., Twin Falls ID 83303	208-736	Video
Idaho State University	2	Yes	850 9th Ave South Pocatello ID 83209	208-236	Video
Idaho State University	1	Yes	1000 W Hubbard Ave., Coeur D'Alene ID 83814	208-769	Video
University of Idaho	4	Yes	UI Campus, Moscow ID 83844	208-885	Video & Voice
Bannock County	1	No	624 E Center, Pocatello ID 83201	208-236	Voice
Idaho Tax Commission	1	No	800 Park Blvd, Boise ID 83722	208-334	Voice
Lewis Clark State College	1	No	500 8th Ave., Lewiston Idaho 83501	208-799	Voice
College of Southern Idaho	1	No	315 Falls Ave., Twin Falls ID 83303	208-736	Voice
North Idaho College	1	No	1000 W Garden Ave, CDA ID 83	208-769	Voice
Department of Administration	1	No	2115 Government Way, Coeur D'Alene ID 83814	208-769	Voice
Idaho Dept of Commerce and Labor	1	Yes	317 E Main St, Boise ID 83702	208-334	Voice
Boise State University	1	Yes	1910 University Ave., Boise ID 83725	208-334	Voice
Idaho State University	1	Yes	850 9th Ave South Pocatello ID 83209	208-236	Voice
Department of Administration	1	Yes	1630 N Maple Grove Rd., Boise ID 83706	208-327	Voice
Department of Administration	3	Yes	619 W Bannock Boise ID 83702	208-334	Voice
Department of Administration	1	Yes	121 3rd Ave East, Twin Falls ID 83303	208-736	Voice
Department of Administration	1	Yes	111 11th Ave S., Nampa ID 83651	208-465	Voice
Department of Administration	1	Yes	701 Cleveland Blvd., Caldwell ID 83605	208-454	Voice
Department of Administration	1	Yes	299 Constitution Wy., Idaho Falls ID 83402	208-525	Voice
Department of Administration	1	Yes	455 W Lewis St., Pocatello ID 83201	208-236	Voice
Department of Administration	1	Yes	528 6th Ave., Lewiston ID 83501	208-799	Voice

One d-channel shared for two circuits.

One d-channel shared for all four circuits.

AMENDMENT 1 TO
SBPO01250 - STATEWIDE SWITCHED TELECOMMUNICATIONS CONTRACT

THIS AMENDMENT NO. 1 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Idaho** ("Customer"), hereby amends the SBPO01250 - Statewide Switched Telecommunications Contract, Qwest Content ID: 183937, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest Communications Corporation is changing its name and, regardless of the Qwest entity name on the Agreement, the Agreement will be binding upon the successor-in-interest company and Customer, and all references in the Agreement to Qwest refer to the successor-in-interest company, and its subsidiaries.

Qwest and Customer wish to amend the Agreement as follows:

1. Addition of Services. The Service outlined below is added to the Long Distance Services outlined in the Pricing Summary of the Agreement. This Service is added to, and constitutes a part of, the Agreement and the existing Services.

DOMESTIC LONG DISTANCE SERVICE.

Domestic IP Voice. Domestic IP Voice Service consists of OneFlex® IP intrastate and interstate dedicated Long Distance and OneFlex IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the Service Guide, AUP, and applicable sections of the SLA which are posted at <http://www.qwest.com/legal/>. Qwest reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that Qwest believes is adversely affecting other customers on the Qwest network. The Service Guide and AUP are incorporated into the Agreement by this reference. Qwest may reasonably modify the Service Guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site.

2. Addition of Services. Customer is adding a new Service and a corresponding Service Exhibit to the Pricing Summary of the Agreement. Customer's new Service is: **Domestic ID Networking Service**

The Service Exhibit attached to this Amendment is added to, and constitutes a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the Service Exhibit attached to this Amendment.

3. Pricing. Any new rates applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

QWEST COMMUNICATIONS CORPORATION

CUSTOMER: STATE OF IDAHO, DIVISION OF

By: Karl Hottle
Name: Karl Hottle
Title: Offer Management Staff Analyst
Date: November 25, 2004

By: [Signature]
Name: Gregon, Linda
Title: IT Purchasing Officer
Date: 12/3/07

QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Domestic Qwest IQ Networking service ("Service") under the terms of the Agreement and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

2. Service.

2.1 Description. Service is a data and IP solution that is designed for private communications between Customer's sites or public (dedicated) Internet connectivity. Service includes ports and features and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest IQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process utilizing an architecture confirmation document ("ACD") that Customer and Qwest mutually agree to prior to submitting a Service order request. Each ACD must be approved by Qwest and sent via e-mail or fax to a Qwest Order Engineering Center. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

2.2 Ports and Features. Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) Internet Port. Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, Customer is permitted to burst beyond the applicable Committed Information Rate ("CIR") to full Port speed based upon bandwidth availability.

(b) Private Port. Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 connections or layer 3 MPLS services with template-based Quality of Service ("QoS") traffic prioritization (QoS feature description is available upon request). Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections or layer 3 MPLS Closed User Groups ("CUGs").

(c) Enhanced Port. Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections or layer 3 MPLS CUGs.

2.3 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature that is available with Qwest IQ Networking Enhanced Ports. Secure IP Gateway brings more functionality to Qwest IQ Networking Enhanced Port(s) by adding a network-based firewall feature. SIG enforces Customer-defined NAT policies and firewall rule sets. Qwest makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for defining the security policy to be applied to SIG, including applicable firewall rules or NAT policies. If SIG is configured on any port within a Customer CUG, then all ports within the CUG must be Qwest IQ Networking Enhanced Ports.

2.4 Mail Bagging. Customer may order Mail Bagging in connection with Internet Ports. Mail Bagging automatically attempts to send any stored e-mails to Customer for up to 72 hours, after which the stored e-mail will be deleted. Mail Bagging is provided on a month to month basis and either party may cancel the service with 30 days written notice to the other party. Mail Bagging is not subject to the SLA. Qwest reserves the right to modify the Mail Bagging service, including without limitation, rates and charges, upon 30 calendar days prior notice to Customer.

2.5 End-to-End Performance Reporting. Customer may order End-to-End Performance Reporting in connection with Private Ports and the Private Port functionality of Enhanced Ports. The End-to-End Performance Reporting feature collects data from Customer's traffic within its CUGs and measures availability, jitter, latency, and packet delivery between Customer's edge routers. End-to-End Performance Reporting is provided on a month-to-month basis and either party may cancel this service with 30 days' written notice to the other party. If Customer chooses to order End-to-End Performance Reporting, Customer must order it for all of its Private Ports and/or Enhanced Ports, and Customer agrees to include Qwest as a member of each CUG. Qwest will provide monthly reports to Customer in the Qwest Control®

QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT

portal. The data contained in End-to-End Performance Reporting is measured differently than the goals contained in the SLA. This data is for informational purposes only and will not entitle Customer to any SLA credits.

3. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled. Either party may cancel this Service Exhibit with at least 60 days prior written notice to the other party. For any Port that does not remain installed for 12 months from the Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that Port unless the Port is canceled by Customer for Cause.

4. Charges.

4.1 Port Pricing. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Bursable) of a Port. Customer may: (a) upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3); or (b) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) without incurring an early Cancellation Charge for the canceled Port. All upgraded Ports must remain installed for a minimum of 12 months from the date of the upgrade. If the upgraded Port does not remain installed for 12 months from the date of the upgrade, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to the upgraded Port. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer is obligated to pay all applicable MRCs and NRCs set forth in the Pricing Attachment. Charges will commence within five days of the Start of Service Date. The rates set forth in the Pricing Attachment do not include any costs associated with local access or CPE, all of which are additional.

4.2 Pricing Methodologies. Customer understands that it cannot order international Services, Customer must execute a separate Service Exhibit. If Customer wishes to order any such international Services, Customer must execute a separate Service Exhibit.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a single MRC regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 kbps to 384 kbps, 384 kbps to 256 kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

(c) Precise Bursable. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. For each Precise Bursable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Precise Bursable Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Precise Bursable pricing table ("Precise Bursable Minimum"). Customer will be billed the greater of the Precise Bursable Minimum or the actual charges based upon its 95th percentile of peak usage. Precise Bursable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, web sites, and products.

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT
PRICING ATTACHMENT**

1. Port Pricing Tables. Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access.

1.1 Flat Rate List Pricing.

Flat Rate	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
DS0	\$500.00	\$247.00	\$332.00	\$234.00	\$260.00
DS1	\$500.00	\$390.00	\$520.00	\$1,160.00	\$1,277.00
2 x DS1 (3 Mbps)	\$1,000.00	N/A	\$1,034.00	\$2,304.00	\$2,535.00
3 x DS1 (4.5 Mbps)	\$1,000.00	N/A	\$1,547.00	\$3,448.00	\$3,796.00
4 x DS1 (6 Mbps)	\$1,000.00	N/A	\$2,054.00	\$4,579.00	\$5,038.00
5 x DS1 (7.5 Mbps)	\$1,000.00	N/A	\$2,561.00	\$5,710.00	\$6,282.00
6 x DS1 (9 Mbps)	\$1,000.00	N/A	\$3,062.00	\$6,825.00	\$7,508.00
7 x DS1 (10.5 Mbps)	\$1,000.00	N/A	\$3,562.00	\$7,943.00	\$8,739.00
8 x DS1 (12 Mbps)	\$1,000.00	N/A	\$4,056.00	\$9,045.00	\$9,952.00
DS3	\$2,000.00	\$4,144.00	\$5,200.00	\$11,076.00	\$12,184.00
OC3	\$4,000.00	N/A	\$14,300.00	\$30,459.00	\$33,508.00
OC12	\$6,000.00	N/A	\$52,000.00	\$110,760.00	\$121,836.00
OC48	\$10,000.00	N/A	\$175,500.00	\$373,750.00	N/A
Ethernet	\$1,000.00	N/A	\$1,430.00	\$3,179.00	\$3,496.00
Fast Ethernet	\$1,500.00	N/A	\$9,750.00	\$20,709.00	\$22,780.00
Gigabit Ethernet	\$4,000.00	N/A	\$78,000.00	\$165,675.00	\$182,243.00

1.2 Tiered List Pricing.

Tiered DS1	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
56 - 64 Kbps	\$500.00	\$247.00	\$332.00	\$234.00	\$260.00
128 Kbps	\$500.00	\$322.00	\$429.00	\$403.00	\$445.00
192 Kbps	\$500.00	\$361.00	\$478.00	\$517.00	\$569.00
256 Kbps	\$500.00	\$380.00	\$507.00	\$601.00	\$663.00
384 Kbps	\$500.00	\$406.00	\$540.00	\$631.00	\$696.00
512 Kbps	\$500.00	\$410.00	\$543.00	\$644.00	\$709.00
768 Kbps	\$500.00	\$426.00	\$569.00	\$691.00	\$752.00
1024 Kbps	\$500.00	\$429.00	\$572.00	\$1,186.00	\$1,307.00
1.544 Mbps	\$500.00	\$436.00	\$579.00	\$1,290.00	\$1,420.00

Tiered DS3	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
3 Mbps	\$2,000.00	\$1,183.00	\$1,482.00	\$4,128.00	\$4,540.00
6 Mbps	\$2,000.00	\$1,953.00	\$2,451.00	\$5,216.00	\$5,740.00
9 Mbps	\$2,000.00	\$2,496.00	\$3,130.00	\$6,666.00	\$7,332.00
12 Mbps	\$2,000.00	\$2,951.00	\$3,705.00	\$7,888.00	\$8,678.00
15 Mbps	\$2,000.00	\$3,260.00	\$4,092.00	\$8,713.00	\$9,584.00
18 Mbps	\$2,000.00	\$3,507.00	\$4,401.00	\$9,370.00	\$10,306.00
21 Mbps	\$2,000.00	\$3,757.00	\$4,713.00	\$10,036.00	\$11,040.00
24 Mbps	\$2,000.00	\$3,916.00	\$4,917.00	\$10,468.00	\$11,515.00
27 Mbps	\$2,000.00	\$4,053.00	\$5,086.00	\$10,832.00	\$11,918.00
30 Mbps	\$2,000.00	\$4,170.00	\$5,233.00	\$11,144.00	\$12,259.00
33 Mbps	\$2,000.00	\$4,313.00	\$5,411.00	\$11,525.00	\$12,678.00
36 Mbps	\$2,000.00	\$4,397.00	\$5,519.00	\$11,752.00	\$12,929.00
39 Mbps	\$2,000.00	\$4,472.00	\$5,613.00	\$11,950.00	\$13,146.00
42 Mbps	\$2,000.00	\$4,576.00	\$5,743.00	\$12,227.00	\$13,452.00
45 Mbps	\$2,000.00	\$4,635.00	\$5,814.00	\$12,383.00	\$13,621.00

OMR #Q103041 amends #1110793

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

Tiered OC3	NRC	FR Access MRC	Other Access MRC	Private Port MRC	Enhanced Port MRC		
						Internet Port	
35 Mbps	\$4,000.00	N/A	\$6,360.00	\$13,546.00	\$14,901.00		
45 Mbps	\$4,000.00	N/A	\$7,716.00	\$16,432.00	\$18,077.00		
55 Mbps	\$4,000.00	N/A	\$8,847.00	\$18,844.00	\$20,729.00		
65 Mbps	\$4,000.00	N/A	\$9,929.00	\$21,148.00	\$23,264.00		
75 Mbps	\$4,000.00	N/A	\$10,823.00	\$23,049.00	\$25,353.00		
85 Mbps	\$4,000.00	N/A	\$11,707.00	\$24,934.00	\$27,430.00		
95 Mbps	\$4,000.00	N/A	\$12,428.00	\$26,468.00	\$29,117.00		
105 Mbps	\$4,000.00	N/A	\$13,166.00	\$28,044.00	\$30,852.00		
115 Mbps	\$4,000.00	N/A	\$13,848.00	\$29,497.00	\$32,448.00		
125 Mbps	\$4,000.00	N/A	\$14,388.00	\$30,641.00	\$33,709.00		
135 Mbps	\$4,000.00	N/A	\$14,970.00	\$31,886.00	\$35,074.00		
145 Mbps	\$4,000.00	N/A	\$15,421.00	\$32,845.00	\$36,134.00		
155 Mbps	\$4,000.00	N/A	\$15,889.00	\$33,846.00	\$37,232.00		

Tiered OC12	NRC	FR Access MRC		Other Access MRC	Private Port MRC	Enhanced Port MRC
		Internet Port				
90 Mbps	\$6,000.00	N/A	\$16,156.00	\$34,414.00	\$37,853.00	
135 Mbps	\$6,000.00	N/A	\$22,526.00	\$47,977.00	\$52,774.00	
180 Mbps	\$6,000.00	N/A	\$28,054.00	\$59,751.00	\$65,725.00	
225 Mbps	\$6,000.00	N/A	\$32,611.00	\$69,456.00	\$76,401.00	
270 Mbps	\$6,000.00	N/A	\$36,871.00	\$78,533.00	\$86,388.00	
315 Mbps	\$6,000.00	N/A	\$40,667.00	\$86,619.00	\$95,284.00	
360 Mbps	\$6,000.00	N/A	\$44,070.00	\$93,870.00	\$103,256.00	
405 Mbps	\$6,000.00	N/A	\$46,810.00	\$99,704.00	\$109,671.00	
495 Mbps	\$6,000.00	N/A	\$52,117.00	\$111,007.00	\$122,106.00	
540 Mbps	\$6,000.00	N/A	\$54,431.00	\$115,934.00	\$127,527.00	
585 Mbps	\$6,000.00	N/A	\$56,228.00	\$119,763.00	\$131,739.00	
622 Mbps	\$6,000.00	N/A	\$57,779.00	\$123,068.00	\$135,376.00	

Tiered OC48	NRC	FR Access MRC		Other Access MRC	Private Port MRC	Enhanced Port MRC
		Internet Port				
270 Mbps	\$10,000.00	NA		\$42,751.00	\$91,065.00	NA
500 Mbps	\$10,000.00	NA		\$71,107.00	\$151,450.00	NA
730 Mbps	\$10,000.00	NA		\$95,098.00	\$202,540.00	NA
960 Mbps	\$10,000.00	NA		\$115,375.00	\$245,765.00	NA
1190 Mbps	\$10,000.00	NA		\$132,737.00	\$282,685.00	NA
1420 Mbps	\$10,000.00	NA		\$146,676.00	\$312,390.00	NA
1650 Mbps	\$10,000.00	NA		\$159,796.00	\$340,340.00	NA
1880 Mbps	\$10,000.00	NA		\$171,373.00	\$364,975.00	NA
2110 Mbps	\$10,000.00	NA		\$181,665.00	\$386,880.00	NA
2340 Mbps	\$10,000.00	NA		\$189,771.00	\$404,170.00	NA
2488 Mbps	\$10,000.00	NA		\$195,000.00	\$415,285.00	NA

Tiered Ethernet (10 Mbps)	NRC	FR Access MRC	Other Access MRC	Private Port MRC	Enhanced Port MRC
		Internet Port			
2 Mbps	\$1,000.00	N/A	\$858.00	\$1,905.00	\$2,095.00
4 Mbps	\$1,000.00	N/A	\$1,203.00	\$2,675.00	\$2,942.00
6 Mbps	\$1,000.00	N/A	\$1,391.00	\$3,091.00	\$3,400.00
8 Mbps	\$1,000.00	N/A	\$1,511.00	\$3,354.00	\$3,689.00
10 Mbps	\$1,000.00	N/A	\$1,589.00	\$3,533.00	\$3,886.00
Tiered Fast Ethernet (100 Mbps)	NRC	FR Access MRC	Other Access MRC	Private Port MRC	Enhanced Port MRC
		Internet Port			
10 Mbps	\$1,500.00	N/A	\$2,191.00	\$4,651.00	\$5,116.00

OMR #Q103041 amends #1110793

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

15 Mbps	\$1,500.00	N/A	\$3,110.00	\$6,601.00	\$7,261.00
20 Mbps	\$1,500.00	N/A	\$3,933.00	\$8,353.00	\$9,188.00
30 Mbps	\$1,500.00	N/A	\$5,353.00	\$11,372.00	\$12,509.00
40 Mbps	\$1,500.00	N/A	\$6,536.00	\$13,878.00	\$15,265.00
50 Mbps	\$1,500.00	N/A	\$7,530.00	\$15,993.00	\$17,593.00
60 Mbps	\$1,500.00	N/A	\$8,382.00	\$17,804.00	\$19,584.00
70 Mbps	\$1,500.00	N/A	\$9,120.00	\$19,370.00	\$21,307.00
80 Mbps	\$1,500.00	N/A	\$9,763.00	\$20,738.00	\$22,812.00
90 Mbps	\$1,500.00	N/A	\$10,332.00	\$21,941.00	\$24,135.00
100 Mbps	\$1,500.00	N/A	\$10,836.00	\$23,013.00	\$25,315.00
Tiered Gigabit Ethernet (1000 Mbps)					
	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
100 Mbps	\$4,000.00	N/A	\$17,511.00	\$37,193.00	\$40,912.00
200 Mbps	\$4,000.00	N/A	\$31,457.00	\$66,810.00	\$73,491.00
300 Mbps	\$4,000.00	N/A	\$42,822.00	\$90,955.00	\$100,050.00
400 Mbps	\$4,000.00	N/A	\$52,267.00	\$111,014.00	\$122,115.00
500 Mbps	\$4,000.00	N/A	\$60,236.00	\$127,943.00	\$140,737.00
600 Mbps	\$4,000.00	N/A	\$67,051.00	\$142,422.00	\$156,664.00
700 Mbps	\$4,000.00	N/A	\$72,950.00	\$154,944.00	\$170,438.00
800 Mbps	\$4,000.00	N/A	\$78,101.00	\$165,887.00	\$182,475.00
900 Mbps	\$4,000.00	N/A	\$82,638.00	\$175,526.00	\$193,079.00
1000 Mbps	\$4,000.00	N/A	\$86,668.00	\$184,087.00	\$202,495.00

1.3 Precise Burstable List Pricing

Precise Burstable DS1					
	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
0.000 – 56 kbps	\$500.00	N/A	\$6,461.00	\$8,564.00	N/A
57 – 128 kbps	\$500.00	N/A	\$5,873.00	\$7,784.00	N/A
129 – 256 kbps	\$500.00	N/A	\$3,341.00	\$5,447.00	N/A
257 – 384 kbps	\$500.00	N/A	\$1,979.00	\$3,682.00	N/A
385 – 512 kbps	\$500.00	N/A	\$1,407.00	\$2,779.00	N/A
513 – 640 kbps	\$500.00	N/A	\$1,060.00	\$2,181.00	N/A
641 – 768 kbps	\$500.00	N/A	\$871.00	\$1,830.00	N/A
769 – 1,544 kbps	\$500.00	N/A	\$738.00	\$1,576.00	N/A

Precise Burstable 2xDS1					
	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
0 - 256 kbps	\$1,000.00	N/A	\$2,672.00	\$5,954.00	N/A
257 - 512 kbps	\$1,000.00	N/A	\$2,428.00	\$5,411.00	N/A
513 - 768 kbps	\$1,000.00	N/A	\$1,641.00	\$3,656.00	N/A
769 kbps - 1,152 Mbps	\$1,000.00	N/A	\$1,238.00	\$2,759.00	N/A
1,153 - 1,544 Mbps	\$1,000.00	N/A	\$887.00	\$1,976.00	N/A
1,545 - 2,056 Mbps	\$1,000.00	N/A	\$689.00	\$1,537.00	N/A
2,057 - 2,568 Mbps	\$1,000.00	N/A	\$543.00	\$1,209.00	N/A
2,569 - 3 Mbps	\$1,000.00	N/A	\$442.00	\$985.00	N/A

Precise Burstable 3xDS1					
	NRC	Internet Port		Private Port	Enhanced Port
		FR Access	Other Access		
0 - 512 kbps	\$1,000.00	N/A	\$2,262.00	\$5,031.00	N/A
513 - 768 kbps	\$1,000.00	N/A	\$2,054.00	\$4,573.00	N/A
769 kbps - 1,152 Mbps	\$1,000.00	N/A	\$1,638.00	\$3,647.00	N/A
1,153 - 1,544 Mbps	\$1,000.00	N/A	\$1,235.00	\$2,753.00	N/A
1,545 - 2,056 Mbps	\$1,000.00	N/A	\$969.00	\$2,158.00	N/A
2,057 - 2,568 Mbps	\$1,000.00	N/A	\$767.00	\$1,710.00	N/A
2,569 - 3 Mbps	\$1,000.00	N/A	\$634.00	\$1,414.00	N/A

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3 - 4.5 Mbps	\$1,000.00	N/A	\$556.00	\$1,238.00	N/A
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Precise Bursable 4xDS1 = 768 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 768 Kbps	\$1,000.00	N/A	\$2,142.00	\$4,771.00	N/A
769 Kbps - 1.152 Mbps	\$1,000.00	N/A	\$1,947.00	\$4,336.00	N/A
1.153 - 1.544 Mbps	\$1,000.00	N/A	\$1,508.00	\$3,361.00	N/A
1.545 - 2.056 Mbps	\$1,000.00	N/A	\$1,196.00	\$2,662.00	N/A
2.057 - 2.568 Mbps	\$1,000.00	N/A	\$965.00	\$2,152.00	N/A
2.569 - 3 Mbps	\$1,000.00	N/A	\$809.00	\$1,804.00	N/A
3.001 - 4.5 Mbps	\$1,000.00	N/A	\$712.00	\$1,583.00	N/A
4.501 - 6 Mbps	\$1,000.00	N/A	\$501.00	\$1,112.00	N/A

Precise Bursable 5xDS1 = 1.152 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 1.152 Mbps	\$1,000.00	N/A	\$1,947	\$4,345	N/A
1.153 - 1.544 Mbps	\$1,000.00	N/A	\$1,768	\$3,949	N/A
1.545 - 2.056 Mbps	\$1,000.00	N/A	\$1,401	\$3,120	N/A
2.057 - 2.568 Mbps	\$1,000.00	N/A	\$1,157	\$2,581	N/A
2.569 - 3 Mbps	\$1,000.00	N/A	\$962	\$2,148	N/A
3.001 - 4.5 Mbps	\$1,000.00	N/A	\$861	\$1,918	N/A
4.501 - 6 Mbps	\$1,000.00	N/A	\$601	\$1,342	N/A
6.001 - 7.5 Mbps	\$1,000.00	N/A	\$468	\$1,047	N/A

Precise Bursable 6xDS1 = 1.544 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 1.544 Mbps	\$1,000.00	N/A	\$1,781.00	\$3,968.00	N/A
1.545 - 2.056 Mbps	\$1,000.00	N/A	\$1,619.00	\$3,608.00	N/A
2.057 - 2.568 Mbps	\$1,000.00	N/A	\$1,303.00	\$2,902.00	N/A
2.569 - 3 Mbps	\$1,000.00	N/A	\$1,121.00	\$2,496.00	N/A
3.001 - 4.5 Mbps	\$1,000.00	N/A	\$982.00	\$2,191.00	N/A
4.501 - 6 Mbps	\$1,000.00	N/A	\$705.00	\$1,573.00	N/A
6.001 - 7.5 Mbps	\$1,000.00	N/A	\$549.00	\$1,225.00	N/A
7.501 - 9 Mbps	\$1,000.00	N/A	\$452.00	\$1,004.00	N/A

Precise Bursable 7xDS1 = 2.056 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 2.056 Mbps	\$1,000.00	N/A	\$1,586.00	\$3,533.00	N/A
2.057 - 2.568 Mbps	\$1,000.00	N/A	\$1,440.00	\$3,211.00	N/A
2.569 - 3 Mbps	\$1,000.00	N/A	\$1,258.00	\$2,805.00	N/A
3.001 - 4.5 Mbps	\$1,000.00	N/A	\$1,118.00	\$2,490.00	N/A
4.501 - 6 Mbps	\$1,000.00	N/A	\$803.00	\$1,788.00	N/A
6.001 - 7.5 Mbps	\$1,000.00	N/A	\$627.00	\$1,394.00	N/A
7.501 - 9 Mbps	\$1,000.00	N/A	\$514.00	\$1,144.00	N/A
9.001 - 10.5 Mbps	\$1,000.00	N/A	\$436.00	\$969.00	N/A

Precise Bursable 8xDS1 = 2.568 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 2.568 Mbps	\$1,000.00	N/A	\$1,524.00	\$3,396.00	N/A
2.569 - 3 Mbps	\$1,000.00	N/A	\$1,385.00	\$3,088.00	N/A
3.001 - 4.5 Mbps	\$1,000.00	N/A	\$1,216.00	\$2,707.00	N/A
4.501 - 6 Mbps	\$1,000.00	N/A	\$891.00	\$1,983.00	N/A
6.001 - 7.5 Mbps	\$1,000.00	N/A	\$702.00	\$1,563.00	N/A
7.501 - 9 Mbps	\$1,000.00	N/A	\$579.00	\$1,290.00	N/A

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9.001 - 10.5 Mbps	\$1,000.00	N/A	\$494.00	\$1,099.00	N/A
10.501 - 12 Mbps	\$1,000.00	N/A	\$426.00	\$946.00	N/A

Precise Burstable DS3 Precise Burstable Minimum = 3 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 3 Mbps	\$2,000.00	N/A	\$546.00	\$1,160.00	N/A
3.01 - 6 Mbps	\$2,000.00	N/A	\$494.00	\$871.00	N/A
6.01 - 9 Mbps	\$2,000.00	N/A	\$410.00	\$741.00	N/A
9.01 - 12 Mbps	\$2,000.00	N/A	\$348.00	\$660.00	N/A
12.01 - 15 Mbps	\$2,000.00	N/A	\$309.00	\$582.00	N/A
15.01 - 18 Mbps	\$2,000.00	N/A	\$273.00	\$523.00	N/A
18.01 - 21 Mbps	\$2,000.00	N/A	\$247.00	\$481.00	N/A
21.01 - 45 Mbps	\$2,000.00	N/A	\$228.00		

Precise Burstable OC3 Precise Burstable Minimum = 35 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 35 Mbps	\$4,000.00	N/A	\$202.00	\$429.00	N/A
35.01 - 45 Mbps	\$4,000.00	N/A	\$182.00	\$390.00	N/A
45.01 - 55 Mbps	\$4,000.00	N/A	\$172.00	\$367.00	N/A
55.01 - 65 Mbps	\$4,000.00	N/A	\$163.00	\$345.00	N/A
65.01 - 75 Mbps	\$4,000.00	N/A	\$153.00	\$328.00	N/A
75.01 - 85 Mbps	\$4,000.00	N/A	\$146.00	\$309.00	N/A
85.01 - 155 Mbps	\$4,000.00	N/A	\$140.00	\$296.00	N/A

Precise Burstable OC12 Precise Burstable Minimum = 90 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 90 Mbps	\$6,000.00	N/A	\$202.00	\$423.00	N/A
90.01 - 135 Mbps	\$6,000.00	N/A	\$182.00	\$384.00	N/A
135.01 - 180 Mbps	\$6,000.00	N/A	\$169.00	\$358.00	N/A
180.01 - 225 Mbps	\$6,000.00	N/A	\$156.00	\$335.00	N/A
225.01 - 270 Mbps	\$6,000.00	N/A	\$146.00	\$309.00	N/A
270.01 - 315 Mbps	\$6,000.00	N/A	\$140.00	\$293.00	N/A
315.01 - 360 Mbps	\$6,000.00	N/A	\$130.00	\$276.00	N/A
360.01 - 622 Mbps	\$6,000.00	N/A	\$124.00	\$263.00	N/A

Precise Burstable OC48 Precise Burstable Minimum = 270 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0 - 270 Mbps	\$10,000.00	N/A	\$176.00	\$374.00	N/A
270.01 - 500 Mbps	\$10,000.00	N/A	\$159.00	\$338.00	N/A
500.01 - 730 Mbps	\$10,000.00	N/A	\$143.00	\$306.00	N/A
730.01 - 960 Mbps	\$10,000.00	N/A	\$133.00	\$280.00	N/A
960.01 - 1190 Mbps	\$10,000.00	N/A	\$120.00	\$257.00	N/A
1190.01 - 1420 Mbps	\$10,000.00	N/A	\$114.00	\$241.00	N/A
1420.01 - 1650 Mbps	\$10,000.00	N/A	\$104.00	\$221.00	N/A
1650.01 - 1880 Mbps	\$10,000.00	N/A	\$98.00	\$208.00	N/A
1880.01 - 2110 Mbps	\$10,000.00	N/A	\$94.00	\$195.00	N/A
2110.01 - 2488 Mbps	\$10,000.00	N/A	\$88.00	\$185.00	N/A

Precise Burstable Ethernet (10 Mbps) Precise Burstable Minimum = 1 Mbps	NRC	Internet Port		Private Port MRC per Mbps	Enhanced Port MRC per Mbps
		FR Access MRC per Mbps	Other Access MRC per Mbps		
0.000 - 1.000 Mbps	\$1,000.00	N/A	\$598.00	N/A	N/A
1.001 - 2.000 Mbps	\$1,000.00	N/A	\$543.00	N/A	N/A
2.001 - 3.000 Mbps	\$1,000.00	N/A	\$429.00	N/A	N/A
3.001 - 4.000 Mbps	\$1,000.00	N/A	\$354.00	N/A	N/A

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4.001 - 5.000 Mbps	\$1,000.00	N/A	\$302.00	N/A	N/A
5.001 - 6.000 Mbps	\$1,000.00	N/A	\$263.00	N/A	N/A
6.001 - 7.000 Mbps	\$1,000.00	N/A	\$234.00	N/A	N/A
7.001 - 10.000 Mbps	\$1,000.00	N/A	\$208.00	N/A	N/A
Precise Burstable Fast Ethernet (100 Mbps)					
Precise Burstable Minimum					
= 10 Mbps					
0.000 - 10.000 Mbps	\$1,500.00	N/A	\$244.00	N/A	N/A
10.001 - 20.000 Mbps	\$1,500.00	N/A	\$221.00	N/A	N/A
20.001 - 30.000 Mbps	\$1,500.00	N/A	\$198.00	N/A	N/A
30.001 - 40.000 Mbps	\$1,500.00	N/A	\$179.00	N/A	N/A
40.001 - 50.000 Mbps	\$1,500.00	N/A	\$166.00	N/A	N/A
50.001 - 60.000 Mbps	\$1,500.00	N/A	\$153.00	N/A	N/A
60.001 - 70.000 Mbps	\$1,500.00	N/A	\$140.00	N/A	N/A
70.001 - 80.000 Mbps	\$1,500.00	N/A	\$133.00	N/A	N/A
80.001 - 90.000 Mbps	\$1,500.00	N/A	\$124.00	N/A	N/A
90.001 - 100 Mbps	\$1,500.00	N/A	\$117.00	N/A	N/A
Precise Burstable Gigabit Ethernet (1000 Mbps)					
Precise Burstable Minimum					
= 100 Mbps					
0.000 - 100 Mbps	\$4,000.00	N/A	\$195.00	N/A	N/A
100.001 - 150 Mbps	\$4,000.00	N/A	\$176.00	N/A	N/A
150.001 - 200 Mbps	\$4,000.00	N/A	\$166.00	N/A	N/A
200.001 - 250 Mbps	\$4,000.00	N/A	\$159.00	N/A	N/A
250.001 - 300 Mbps	\$4,000.00	N/A	\$153.00	N/A	N/A
300.001 - 350 Mbps	\$4,000.00	N/A	\$143.00	N/A	N/A
350.001 - 400 Mbps	\$4,000.00	N/A	\$137.00	N/A	N/A
400.001 - 500 Mbps	\$4,000.00	N/A	\$133.00	N/A	N/A
500.001 - 600 Mbps	\$4,000.00	N/A	\$124.00	N/A	N/A
600.001 - 700 Mbps	\$4,000.00	N/A	\$114.00	N/A	N/A
700.001 - 800 Mbps	\$4,000.00	N/A	\$107.00	N/A	N/A
800.001 - 900 Mbps	\$4,000.00	N/A	\$101.00	N/A	N/A
900.001 - 1000 Mbps	\$4,000.00	N/A	\$94.00	N/A	N/A

1.4 Data Transfer List Pricing.

Data Transfer DS1	NRC	FR Access	Other Access	Private Port	Enhanced Port
Data Transfer Minimum					
= 7 GB					
0 - 7 GB	\$500.00	N/A	\$49.86	\$66.11	N/A
7.01 - 17 GB	\$500.00	N/A	\$45.34	\$66.06	N/A
17.01 - 33 GB	\$500.00	N/A	\$25.81	\$42.06	N/A
33.01 - 50 GB	\$500.00	N/A	\$15.28	\$28.44	N/A
50.01 - 66 GB	\$500.00	N/A	\$10.89	\$21.45	N/A
66.01 - 83 GB	\$500.00	N/A	\$8.19	\$16.84	N/A
83.01 - 100 GB	\$500.00	N/A	\$6.73	\$14.14	N/A
100.01 - 200 GB	\$500.00	N/A	\$5.72	\$12.19	N/A

Data Transfer NxDS1	NRC	FR Access	Other Access	Private Port	Enhanced Port
Data Transfer Minimum					
= 389 GB					
0 - 389 GB	\$1,000.00	N/A	\$4.84	\$10.56	N/A
389.01 - 583 GB	\$1,000.00	N/A	\$4.42	\$9.56	N/A
583.01 - 778 GB	\$1,000.00	N/A	\$3.93	\$8.58	N/A
778.01 - 972 GB	\$1,000.00	N/A	\$3.67	\$8.06	N/A
972.01 - 1,166 GB	\$1,000.00	N/A	\$3.54	\$7.77	N/A
1,166.01 - 1,361 GB	\$1,000.00	N/A	\$3.41	\$7.48	N/A
1,361.01 - 1,555 GB	\$1,000.00	N/A	\$3.32	\$7.31	N/A

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Data Transfer DS3 = 389 GB	NRC	Internet Port		Private Port MRC per GB	Enhanced Port MRC per GB
		FR Access MRC per GB	Other Access MRC per GB		
0 - 389 GB	\$2,000.00	N/A	\$4.23	\$8.97	N/A
389.01 - 778 GB	\$2,000.00	N/A	\$3.84	\$8.13	N/A
778.01 - 1,166 GB	\$2,000.00	N/A	\$3.19	\$6.73	N/A
1,166.01 - 1,555 GB	\$2,000.00	N/A	\$2.70	\$5.72	N/A
1,555.01 - 1,944 GB	\$2,000.00	N/A	\$2.41	\$5.10	N/A
1,944.01 - 2,333 GB	\$2,000.00	N/A	\$2.11	\$4.52	N/A
2,333.01 - 2,722 GB	\$2,000.00	N/A	\$1.92	\$4.06	N/A
2,722.01 - 5,832 GB	\$2,000.00	N/A	\$1.79	\$3.74	N/A

Data Transfer OC3 = 4,536 GB	NRC	Internet Port		Private Port MRC per GB	Enhanced Port MRC per GB
		FR Access MRC per GB	Other Access MRC per GB		
0 - 4,536 GB	\$4,000.00	N/A	\$1.56	\$3.32	N/A
4,536.01 - 5,832 GB	\$4,000.00	N/A	\$1.43	\$3.02	N/A
5,832.01 - 7,128 GB	\$4,000.00	N/A	\$1.33	\$2.86	N/A
7,128.01 - 8,424 GB	\$4,000.00	N/A	\$1.27	\$2.67	N/A
8,424.01 - 9,720 GB	\$4,000.00	N/A	\$1.20	\$2.54	N/A
9,720.01 - 11,016 GB	\$4,000.00	N/A	\$1.14	\$2.41	N/A
11,016.01 - 20,088 GB	\$4,000.00	N/A	\$1.11	\$2.31	N/A

Data Transfer OC12 = 11,664 GB	NRC	Internet Port		Private Port MRC per GB	Enhanced Port MRC per GB
		FR Access MRC per GB	Other Access MRC per GB		
0 - 11,664 GB	\$6,000.00	N/A	\$1.56	\$3.28	N/A
11,664.01 - 17,496 GB	\$6,000.00	N/A	\$1.43	\$2.99	N/A
17,496.01 - 23,328 GB	\$6,000.00	N/A	\$1.33	\$2.76	N/A
23,328.01 - 29,160 GB	\$6,000.00	N/A	\$1.24	\$2.60	N/A
29,160.01 - 34,992 GB	\$6,000.00	N/A	\$1.14	\$2.41	N/A
34,992.01 - 40,824 GB	\$6,000.00	N/A	\$1.11	\$2.28	N/A
40,824.01 - 46,656 GB	\$6,000.00	N/A	\$1.01	\$2.15	N/A
46,656.01 - 80,611 GB	\$6,000.00	N/A	\$0.98	\$2.05	N/A

Data Transfer OC48 = 34,992 GB	NRC	Internet Port		Private Port MRC per GB	Enhanced Port MRC per GB
		FR Access MRC per GB	Other Access MRC per GB		
0 - 34,992 GB	\$10,000.00	N/A	\$1.37	\$2.89	N/A
34,992.01 - 64,800 GB	\$10,000.00	N/A	\$1.24	\$2.63	N/A
64,800.01 - 94,608 GB	\$10,000.00	N/A	\$1.11	\$2.37	N/A
94,608.01 - 124,416 GB	\$10,000.00	N/A	\$1.04	\$2.18	N/A
124,416.01 - 154,244 GB	\$10,000.00	N/A	\$0.94	\$1.98	N/A
154,244.01 - 184,032 GB	\$10,000.00	N/A	\$0.91	\$1.89	N/A
184,032.01 - 213,840 GB	\$10,000.00	N/A	\$0.81	\$1.72	N/A
213,840.01 - 243,648 GB	\$10,000.00	N/A	\$0.78	\$1.63	N/A
243,648.01 - 273,456 GB	\$10,000.00	N/A	\$0.75	\$1.53	N/A
273,456.01 - 322,445 GB	\$10,000.00	N/A	\$0.68	\$1.43	N/A

Data Transfer Ethernet = 130 GB	NRC	Internet Port		Private Port MRC per GB	Enhanced Port MRC per GB
		FR Access MRC per GB	Other Access MRC per GB		
0-130 GB	\$1,000.00	N/A	\$4.62	N/A	N/A
130.01-259 GB	\$1,000.00	N/A	\$4.19	N/A	N/A
259.01-389 GB	\$1,000.00	N/A	\$3.32	N/A	N/A
389.01-518 GB	\$1,000.00	N/A	\$2.76	N/A	N/A
518.01-648 GB	\$1,000.00	N/A	\$2.34	N/A	N/A
648.01-778 GB	\$1,000.00	N/A	\$2.05	N/A	N/A

OMR #Q103041 amends #1110793

**QWEST LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC QWEST IQ NETWORKING® SERVICE EXHIBIT**

778.01-907 GB	\$1,000.00	N/A	\$1.82	N/A	N/A
907.01-1,296 GB	\$1,000.00	N/A	\$1.63	N/A	N/A
Data Transfer Fast Ethernet = 1,296 GB Data Transfer Minimum	NRC		Internet Port		
	MRC per GB	FR Access	Other Access		
			MRC per GB	Private Port	Enhanced Port
	\$1,500.00	N/A	\$1.89	N/A	N/A
	\$1,296.01-2,592 GB	N/A	\$1.72	N/A	N/A
	\$1,500.00	N/A	\$1.56	N/A	N/A
	\$1,500.00	N/A	\$1.40	N/A	N/A
	\$1,500.00	N/A	\$1.30	N/A	N/A
	\$1,500.00	N/A	\$1.20	N/A	N/A
	\$1,500.00	N/A	\$1.11	N/A	N/A
Data Transfer Gigabit Ethernet = 12,960 GB Data Transfer Minimum	NRC		Internet Port		
	MRC per GB	FR Access	Other Access		
			MRC per GB	Private Port	Enhanced Port
	\$4,000.00	N/A	\$1.53	N/A	N/A
	12,960.01-19,440 GB	N/A	\$1.37	N/A	N/A
	\$4,000.00	N/A	\$1.30	N/A	N/A
	\$4,000.00	N/A	\$1.24	N/A	N/A
	\$4,000.00	N/A	\$1.20	N/A	N/A
	\$4,000.00	N/A	\$1.11	N/A	N/A
	\$4,000.00	N/A	\$1.07	N/A	N/A

1.5 NRC Waiver. Qwest NRCs specified in the pricing tables above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

2. Mail Bagging.

Description	MRC
Mail Bagging	*\$50.00 MRC per Port

*As of the Service Exhibit Effective Date, Qwest is waiving the Mail Bagging MRC so long as Customer is not in default of any obligations under the Agreement or this Service Exhibit. Qwest may discontinue waiving the MRC at any time without prior notice.

3. End-to-End Performance Reporting. The following MRC is in addition to each Private Port or Enhanced Port's MRC.

Description	MRC
End-to-End Performance Reporting	\$25.00 per Port

4. Secure IP Gateway.

Description	MRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port